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The Right Hon. Lord HALSBURY, The Lord Chancellor.  
The Right Hon. Lord COLERIDGE, The Lord Chief Justice.  
The Hon. Mr. Justice KEKEWICH.  
Sir JAMES PARKER DEANE, Q.C., D.C.L.  
FREDERICK JOHN BLAKE, Esq.  
WILLIAM WILLIAMS, Esq.

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VOL. XXXV., No. 3.

## The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 15, 1890.

## CURRENT TOPICS.

WE IMAGINE we express the general feeling of the Chancery bar—the shrewdest and most cynical of critics—when we say that the appointment of Mr. ROMER, Q.C., to the vacant judgeship of the High Court is absolutely unexceptionable. His high university distinction has been followed up by a very successful career at the bar; he is a sound lawyer, with large experience, possessing admirable common sense, rapidity of perception, acuteness, and skill in dealing with cases; he is in the prime of life, and full of mental energy and vigour. When to these qualifications for judicial success we add that his even temper and courtesy have rendered him universally popular with his colleagues, we think there is no great risk in predicting for him the reputation of an uncommonly efficient judge.

LORD JUSTICE KAY was to be sworn in on Friday, and to take his seat in Court of Appeal No. 1 on the same day. Henceforth, during the present sittings, Lord Justice LINDLEY will preside in Court of Appeal No. 2.

IT IS UNDERSTOOD that the new judge intends to take his seat on Monday next, but this must, of course, be dependent on the arrival and preparation of the necessary documents connected with the appointment.

MR. ROMER's appointment will place two Senior Wranglers on the bench of the Chancery Division; Mr. Justice STIRLING (who was Senior Wrangler and first Smith's Prizeman in 1860) having hitherto been the only member of the bench of the Supreme Court who had achieved that distinction.

IT SEEMS to be assumed that Mr. Justice KEKEWICH will succeed to the chambers of Lord Justice KAY, but we believe that no definite arrangement as to the matter had been made up to Thursday. Mr. Justice CHITTY, who now becomes the senior judge of the Chancery Division, will remove to Chancery Court No. 1.

WE UNDERSTAND that a special committee has been appointed by the Incorporated Law Society to organize the entertainment authorized to be held in lieu of the special general meeting usually held in April.

IF A DAILY PAPER which is occasionally "inspired" is to be trusted, the warning we gave a fortnight ago with regard to the Land Transfer Bill was not unnecessary. The *Daily Telegraph* of Saturday last contained the following paragraph with reference to the Government Bills of the approaching session:—"The Lord Chancellor, it is rumoured, will make another attempt to deal with the question of Land Transfer." We may assume that the Council of the Incorporated Law Society will have all preparations ready for this not impossible event.

WE PUBLISH in another column an important correspondence which has passed between the secretary of the Incorporated Law Society and the secretary to the Commissioners of Inland Revenue, from which it will be seen that stamp duty on interest will not be claimed on transfers of mortgages except on arrears due at and prior to the last past day fixed for payment of interest; and that "arrears of interest" does not include the current interest between that day and the date of transfer. The council urged that the time for stamping deeds insufficiently stamped should be indefinitely extended. The commissioners say that they cannot accede to this suggestion, but that no penalty will be imposed if a valid reason is given for the delay in stamping.

THE DEATH of Mr. EDWARD DANIEL MELLOR, one of Mr. Justice KAY's chief clerks, seems to have been very sudden. Although he had been suffering for some months, he was, we are informed, at the Royal Courts on the morning of Saturday last, the day on which he died. He was the son of the late Sir JOHN MELLOR, and was appointed chief clerk by Vice-Chancellor BACON. We believe that a rather singular episode marked his appointment. After he had been in form appointed, it was discovered that, although he had been admitted a solicitor for the qualifying period, he had not taken out his certificate and practised for the requisite time; and accordingly the appointment was kept open for him until by lapse of time he had acquired the necessary qualification.

WE UNDERSTAND that a joint committee of the Council of the Incorporated Law Society and the London Chamber of Commerce has been appointed to consider the delays in the courts and to make suggestions for the amendment of the Judicature Acts and the procedure thereunder. This has no doubt arisen out of Mr. ROGERS' paper on the reform of civil procedure, which was read at Nottingham and discussed at some length. It will be remembered that, on the motion of Mr. PENNINGTON, a resolution was passed requesting the council to consult with the Treasury or other proper authority with regard to provision being made for expediting business by providing an adequate staff of judges and other officers of the court. We have no doubt that this, and the points raised by Mr. ROGERS, will be carefully considered by the new committee, and we shall await with great interest the result of their deliberations. We believe that this is the first time the council have acted in concert with any outside body except the Bar Committee and the provincial law societies.

IN THE ANNUAL REPORT of the Council of the Incorporated Law Society for this year it is stated that the Municipal Corporations Association had agreed with the council (in order to avoid litigation for the purpose of testing the question whether charges under the Public Health Act, 1875, ought to be registered under the Land Charges Registration and Searches Act, 1888) that municipal authorities should keep local registers of all charges on land amounting to £5 and upwards, and that if such charges were not so registered they should not affect a purchaser. It was also agreed that local authorities should supply certificates of official searches, and that the association should procure the insertion of clauses in the Public Health Act of last session for the above purposes. We have looked through the Public Health Act and the other Acts of the session but cannot find any provision carrying this arrangement into effect. It is probable, therefore, that the Incorporated Law Society will now act upon the opinion of Sir HORACE DAVEY, Q.C., and Mr. HOWARD W. ELPHINSTONE, that it is desirable to bring the decision in the case of *Reg. v. Holt* before the Court of Appeal by means of a fresh test case.

TO THE GREAT REGRET of the profession, the retirement of Lord Justice COTTON has become an accomplished fact, and the Court of Appeal loses an eminently accurate and learned lawyer, and a wise, acute, courteous, and fair-minded judge. We do not think it is too much to say that it is difficult to conceive of a more efficient president than the late Lord Justice.

He was a born commander—firm and decisive, but courteous and dignified withal, and his ability and common sense were of that rare kind which enable a man to discharge with credit and efficiency almost every kind of function. When he went circuit he surprised everyone, except those who knew his universal cleverness, by the *savoir faire* and ease with which he discharged the duties of a criminal judge; for all that appeared he might have had as long an experience at the Old Bailey bar as the present Lord Chancellor. It has been often said of the Lord Justice that if he were asked to command the Channel Fleet he would do so with efficiency and credit. We have sometimes been moved to growl at his disposition to restrict his decision to the exact point before the court, and to avoid placing his decision on a broad ground, as to which an intimation of opinion would, we have sometimes thought, have been of great value. We fear, however, that we did not make due allowance for the fact that he practised for a great many years in the court of a Vice-Chancellor who was an inveterate utterer of *obiter dicta*; a horror of the practice was almost an inevitable result of such an experience.

THERE ARE several reasons for congratulation on the appointment of Lord Justice KAY to the Court of Appeal. We hope we may be allowed to say, without disrespect, that one of them is that he will no longer sit in the Chancery Division. Let us not be misunderstood. The learned judge has many excellent judicial qualities: he is rapid in seizing the points of a case, well equipped with legal knowledge, in general fair in the consideration of a case; whatever may be the view which is plainly present to his mind during the hearing, he is quite open to argument, and if he is convinced he never hesitates to abandon his preconception. If he too often mistakes bearishness for dignity there is a certain fairness in his bearishness; he is equally rude to the most distinguished Queen's Counsel as to the youngest junior. The unfortunate defect which has marred his merits need not be dilated on. Apparently uncontrollable outbursts of temper and unmeasured and bitter invective are melancholy spectacles anywhere, but they are most out of place on the judgment seat. It may be hoped that in the serene atmosphere of the Court of Appeal, these unhappy occurrences will become less frequent.

IN THE CASE of *Re Macgowan, Macgowan v. Murray* (reported in another column), what appears to be a very narrow and strained construction has been placed upon rule 11 to Schedule I., Part I., of the Renumeration Order. The rule provides that "the scale for negotiating shall apply in cases where the solicitor of a vendor or purchaser arranges the sale or purchase and the price and terms and conditions thereof, and no commission is paid by the client to an auctioneer, or estate or other agent." In the above case the solicitor of the trustees of property which was the subject of an action received instructions from his clients to obtain a purchaser for the trust property. He accordingly obtained an offer from a bank, and "arranged the sale and the price and terms and conditions," subject, however, of necessity, to the approval of the court being obtained to the sale. The taxing master disallowed the solicitor's scale fee for negotiating the sale, and his decision was affirmed by Mr. Justice KAY. The short reason for the decision was that the solicitor had not "arranged" the sale and the price, &c., because, until the approval of the court had been obtained, there was no complete contract which was binding on the parties; that the word "arrange" meant *finally* arrange, so that nothing more remained to be done to make the contract binding. This construction appears, on the face of it, to be open to the objection that it interpolates the word "finally" into the rule, and further construes *final arrangement* to mean a "perfectly complete contract." "Arrange," it is considered, might be much more reasonably and obviously defined as putting affairs into such order, and placing the parties into such connection with each other, that a complete contract is the direct effect. In the present case the effect of the arrangement made by the solicitor was that the parties became contingently bound; and upon the happening of the contingency—namely, the signification of its approval by the

court, which is an event altogether independent of any act of the parties themselves—the parties became bound by a perfect contract. To say that the solicitor had not arranged a sale when he had brought the parties to the sale into such a connection that they were to become bound upon the happening of an event over which neither of them had any control whatever, does not seem to conform to the ordinary meaning of an English word.

THE DIVISIONAL COURT, by the exercise of common sense, have succeeded in giving a satisfactory explanation of the vague term "offence of a political character" used in section 3 of the Extradition Act, 1870. When the Act was originally under discussion, it was proposed to define a political offence more exactly as one which "had for its motive or purpose the promotion or prevention of any political object," but it was soon discovered that this would include isolated acts of violence, such as the assassination of President LINCOLN. In a way such an act may be political, and it may certainly have a political motive, but the moral offence in it so far predominates over its political character that it can only be treated as murder pure and simple. It being thus obvious that the original definition was too wide, and no one apparently being able to propound another which would satisfactorily distinguish between offences purely political and offences against morality, the Legislature adopted the phrase above quoted, "offences of a political character," and left the interpretation of it to the courts. The case of President LINCOLN, above referred to, suggests at once a necessary limitation. An individual, or a small body of individuals, may not indulge in violence on their own account, although for the furtherance of political ends. There must, in the first place, so the whole court determined, be an insurrection. What will amount to an insurrection is, of course, purely a matter of fact, but obviously it supposes a state of things somewhat akin to actual war, when, if bloodshed ensues, this will be, not assassination, but the result of putting down opposition. But the state of insurrection being established, it is still necessary to cut out acts of violence which are no real part of it, but for which, nevertheless, it affords the occasion. This is done by requiring, in the language of DENMAN, J., that the offence must be committed in furtherance of the insurrection. As to the *onus* of proof, nothing very decisive was laid down by the court, and, indeed, DENMAN, J., expressly declined to suggest any rule. But it seems reasonable to infer, with HAWKINS, J., that it is in the first place for the prisoner, who is setting up the political offence, to prove the state of insurrection, and that the offence was, at least presumably, committed in furtherance of it. If, however, it is alleged that, for some special reason, such as the indulgence of personal malice, he is to be deprived of protection for such offence, then it is for his opponents to give evidence of the facts alleged against him. In the present case the evidence for the state of insurrection, and of the offence having been committed apparently in furtherance of it, was reasonably clear; while of evidence of the alleged personal malice there was practically none.

HERE is a crumb of comfort for the junior bar. The counsel's refresher fee of £1 3s. 6d. in county court cases where a "trial" is in the list for the day but is not reached, and is "adjourned for want of time," has been saved—at any rate, for the present. In order to decide this momentous question it became necessary to construe item 78 of the county court scale of costs, which provides that where a trial lasts more than one whole day, or is adjourned for want of time, further consideration, or upon payment of the costs of the day, a refresher to counsel may be allowed by order of the judge. The question had arisen in this way. A case of *Head v. Peart* in the Birmingham County Court had been in the list for three successive days, and had not been reached until the third day, when judgment was given for the plaintiff, with costs. Upon the application of the plaintiff's counsel, Judge CHALMERS allowed him a refresher fee of one guinea for the two days upon which the case had been in the list, but had not been reached. Upon taxation before the registrar, this fee was objected to, whereupon the registrar referred the matter to the judge, and the judge decided that he

had a discretion to allow the fee. The defendant in the county court action then applied to the High Court for a prohibition, and after a protracted argument, well in keeping with the seriousness of the question at issue, HAWKINS and STEPHEN, JJ., though not without hesitation, decided that the county court judge had jurisdiction to allow the fee in question if he thought fit to do so. The matter is small enough in itself, but the question is one of frequent occurrence, and it is well that any doubts which may have existed as to the construction of the provision have been removed. The junior members of the bar, who occasionally spend long and weary days in outlying county courts waiting for cases which are not reached, will now have the satisfaction of reminding the judge, on the authority of the case of *Head v. Peart*, that he has a discretion, if he thinks fit to exercise it, of allowing a refresher fee on the ground that a case has been "adjourned for want of time."

MANY MARRIAGE settlements and other trust deeds contain a covenant by one of the parties for the payment of a sum of money out of the estate of the covenantor after his death to the trustees. In the event, however, of the covenantor becoming bankrupt or of his entering into a composition or scheme of arrangement with his creditors under the provisions of the bankruptcy laws, the liability under the covenant, according to the decision of the Court of Appeal in *Barnett v. King* (ante, p. 23), is one in respect of which the trustees can prove in the bankruptcy proceedings, and subsequent proceedings upon the covenant are barred by the discharge of the bankrupt, or by the acceptance and approval of a composition or scheme. Hence it appears that the trustees of deeds containing such covenant are exposed to a new peril unless they bear in mind the above-mentioned decision. For, in the words of a former Master of the Rolls, "suppose a person, owing money to a trust estate, becomes a bankrupt . . . knowing of the bankruptcy, he [that is, the trustee] is bound to prove the debt, if he does not, he commits a breach of trust"; and the passage quoted goes on to declare that the trustee would be held liable for all that he might have received if he had proved the debt as he ought to have done: *Orrett v. Corser* (21 Beav. 56). It is to be hoped that the concurrence of circumstances necessary to found an action on such a breach of trust will not often take place, for it does not appear that the trustees would in such a case receive protection from the usual or statutory indemnity clause if they had notice of the bankruptcy proceedings.

IN THE CASE OF *Halifax Joint-Stock Banking Co. (Limited) v. Gledhill* (reported in another column) Mr. Justice KAY decided an important point arising under 13 Eliz. c. 5, s. 6, on which there has been no direct decision. The facts were shortly these: J. G. made a voluntary settlement of land and a policy, on trusts for his wife for life, then for himself for life, and subject thereto for his children. This settlement was fraudulent and void against creditors within the meaning of 13 Eliz. c. 5. Shortly afterwards J. G. deposited the settlement, the title deeds of the land, and the policy, to secure the payment of a sum of money to S., who did not know that the settlement was fraudulent and void against the creditors of J. G. On an action by the judgment creditors of J. G., it was held that, though the settlement was void as against them, still that S., as a purchaser for value without notice of the fraud, could retain the reversionary life interest of J. G. under the settlement, on the ground that 13 Eliz. c. 5, s. 6, did not include a purchaser for value of any interest under the deed impeached, whether that interest were legal or equitable. The decision in this case adopts the view taken in 34 SOLICITORS' JOURNAL, p. 581.

IN DISMISSING on Monday last an appeal as to the sufficiency of answers to interrogatories in an action of *Marshall v. The Metropolitan District Railway Co.*, the Master of the Rolls commented with great severity upon the manner in which the rule enabling interrogatories to be administered was habitually abused, and to the great waste of time and money resulting therefrom; and Lord Justice LORKE expressed a hope that before long appeals of this character, except by leave, would be put an

end to. Referring to the last mentioned remark, an official correspondent suggests, "with regard to appeals from chamber applications on the common law side, that the introduction of rules somewhat to the following effect would bring about a saving of judicial labour and needless delay, expense, and worry to parties, without impairing the due administration of justice:—(1) No appeal to lie from the decision of a judge on appeal from the decision of a master where the master's decision is affirmed. (2) Where, on appeal, the master's decision is reversed or varied, the judge to have the power of giving leave to appeal either to the Divisional Court or straight to the Court of Appeal as he may in his discretion direct; provided that where such reversal or variation related merely to costs, or the giving of security in place of payment into court, or time, the same should not be held to confer the power to grant leave for further appeal."

#### THE RISKS OF MANAGING TRUST FUNDS.

THE cases of *Blyth v. Fladgate*, *Morgan v. Blyth*, and *Smith v. Blyth*, which we report elsewhere, illustrate the familiar truth that the utmost caution should be observed by solicitors in the management of trust funds. Whether they are simply advising trustees, or whether the trust funds come temporarily under their control, any omission or irregularity may involve both the acting solicitor and his partners in serious liability. The special feature in the above cases was that, at a time when the trust funds were in the custody of a firm of solicitors, the last surviving trustee died, and, before new ones were appointed, the funds had been invested on an improper security. Only one of the partners had acted in the matter, but *Stirling, J.*, held that all of them were implicated in the breach of trust which he had committed.

The matter arose out of a marriage settlement made in 1855, by which funds were vested in three trustees upon trusts, under which the wife, Mrs. BLYTH, was tenant for life, and investments were to be made with the consent of both husband and wife. Two of the trustees died, and the third called in a sum of about £10,000 which had been lent on mortgage. By his direction this amount was received by Messrs. FLADGATE, SMITH, & FLADGATE, the solicitors to the trust, and was by them temporarily invested in Exchequer Bills, which were deposited with their bankers in the name of the firm. Then the surviving trustee died. Upon the happening of this event, Mr. BLYTH, the husband, took the initiative with regard to the investment of the trust funds, and, having heard of what appeared to him to be a suitable mortgage, wrote to Mr. SMITH, the member of the firm who attended to the trust matters, and asked him to advise upon it. A surveyor was duly sent to inspect the property, and upon his report Mr. SMITH advised on various grounds that the security was inadequate. Mr. BLYTH, however, thought that the surveyor had underrated the value of the property, and, having ultimately brought Mr. SMITH round to his view, it was arranged that the mortgage should be accepted. The Exchequer Bills consequently were realized, and the proceeds, pending the actual advance to the mortgagor, were placed to the firm's account at their bank.

The negotiations, it will thus be seen, had been going on while there were no trustees of the settlement, but of course steps were being taken to supply this defect. Three gentlemen, one of whom was Mr. SMITH himself, were found willing to accept the office, and everything, except their actual appointment, had been arranged by the time the mortgage was ready for completion. The mortgage of the property accordingly was made to them on the 13th of March, 1884, but their appointment as trustees was not effected till the following month. The only other fact which it seems material to mention is that, although of course the trustees assented to the investment, two of them, Mr. BLYTH, a son of the tenant for life, and Mr. MORGAN, alleged that Mr. SMITH had not called their attention to the rules which should have guided them in the matter.

In an earlier action of *Blyth v. Smith* it had already been determined that the new trustees were liable in respect of the improper investment, and on the present occasion it was the liability of Messrs. FLADGATE, SMITH, & FLADGATE which was in question. On behalf of the tenant for life it was contended that they were liable for a breach of trust; while on behalf of Messrs. BLYTH and MORGAN it was contended that they were

liable for negligence. Moreover, inasmuch as one of the partners, Mr. W. M. FLADGATE, had died since the above transactions took place, it was necessary to consider whether any liability which might have been established against him could be established also against his estate.

With regard to the former claim, *Stirling, J.*, held that a breach of trust had been committed by the firm, on the ground that the Messrs. FLADGATE were affected with notice that the funds were in the custody of the firm as trust funds, and that, inasmuch as the subsequent investment was made, so he considered, in the ordinary course of business, they were affected likewise with notice of the investment and all the circumstances attending it. The case seems to lie midway between two well-known classes of cases. On the one hand, where money is received by a firm in the ordinary course of business, they are liable if they part with it without the authority of their clients. This is the rule deduced by Lord Justice LINDLEY (Partnership, p. 154) from the cases, such as *Marsh v. Keating* (2 Cl. & F. 250), on the misapplication by one partner of moneys in the custody of the firm. On the other hand, where one partner, who is a trustee, improperly introduces trust money into a business, the other partners are not liable unless actually implicated in the breach of trust: *Ex parte Heaton* (Buck. 386, Lindley, p. 160). This, of course, is on the ground that the moneys do not come into the partnership account in the ordinary course of business. In the present case the trust funds did come into the partnership account in the ordinary course of business, and, therefore, the firm would in any event be liable for their safe custody until dealt with at the direction of the trustees, a dealing, of course, which was impossible while there were no trustees. But, further, inasmuch as Mr. SMITH knew them to be trust funds and the subsequent dealings with them were considered to be in the ordinary course of business, all the partners were affected with notice of the trust and of the nature of the investment of them, and were, therefore, constructively liable for the breach of trust. Whether this is a sufficient ground of liability is not altogether clear, and in *Ex parte Woodin* (3 M. D. & D. 399) the liability of partners as trustees was expressly based on the circumstances that they had actual notice of the trust. The matter seems to be of importance from the fact that the duty of the firm merely to keep the funds safely would apparently be discharged by their handing over to the new trustees a security accepted by the latter as sufficient. But *Stirling, J.*, in deciding that there had been a breach of trust, decided also of course that such subsequent transfer would not discharge their liability in respect of it. It may be doubted, moreover, how far the result would have been altered had the appointment of the new trustees been prior to the mortgage. If the firm, in respect of the interval when there were no trustees, were to be treated as themselves trustees of the money, then they would hardly be safe in investing it, even at the direction of the new trustees, upon a security known to be improper. The partners being thus held liable for a breach of trust, although the trust was merely constructive, it followed that the liability was joint and several (*Wilson v. Moore*, 1 M. & K. 146), and, moreover, so far as it was several, it was not discharged by the judgment previously obtained against Mr. SMITH in the action of *Blyth v. Smith* (*King v. Hoare*, 13 M. & W. 494).

As to the liability of the firm to Messrs. BLYTH and MORGAN for negligence, this appears to have been clear, but an interesting point arose with regard to the nature of the liability. If it was founded on tort, then, so far as Mr. W. M. FLADGATE was concerned, it had died with him, and his estate would not be liable. If on contract, then it had survived, and that, too, although partnership debts are joint only, inasmuch as creditors are allowed a special remedy against the estates of deceased partners: *Kendall v. Hamilton* (28 W. R. 97, 4 App. Cas. 504). *Sawyer v. Goodwin* (15 W. R. 1008), however, is a decision that a solicitor's duty to use skill in the exercise of his calling is founded on an implied contract, and *Stirling, J.*, following this, held the estate of the deceased partner liable.

In the result, therefore, inasmuch as on one ground or another all the partners or their estates were liable in any event, the decision as to their being liable for a breach of trust became of less moment, and there is consequently the less probability of its being questioned. Possibly, however, it carries the liability

of trustees, who are merely such on the ground of constructive notice, further than has been done before, and in this respect the decision may form a dangerous precedent.

### THE PARTNERSHIP ACT, 1890.

#### III.

THE relations of partners to one another and the causes and consequences of a dissolution of the partnership are the subjects dealt with by the remainder of the Act. We now leave the partner in his dealings with the outside world, and proceed to examine the attitude which, according to the view of the Legislature, he ought to assume towards his co-partner. The view taken is the well established one that it is in their relations as principal or agent that the true position of one to the other must be ascertained. So far as each partner is an agent for his co-partners he stands in a fiduciary position towards them. So far as he is a principal he is entitled to exact the fullest confidence from those in whom his confidence has been placed. A higher standard than that between debtor and creditor is required.

The provisions of the Act (sections 28-30) which are the direct result of this principle will be shortly discussed here, although in the Act they are placed almost at the end of this division of the subject.

28. "Partners are bound to render true accounts and full information of all things affecting the partnership to any partner or his legal representative."

It is clear from this section that such a doctrine as *caveat emptor* has no place between partner and partner, and, although the provision might be criticized as being too obvious to require to be stated, it may not be altogether useless to remind partners that the law looks with disfavour upon anything like sharp practice. This view is even more clearly shewn by the following section :

29. (1) "Every partner must account to the firm for any benefit derived by him without the consent of the other partners from any transaction concerning the partnership, or from any use by him of the partnership property, name, or business connection."

This important principle, which was established in the case of a renewal of a lease in *Featherstonhaugh v. Fenwick* (17 Ves. 298), has always been acted upon in subsequent decisions, and in *Cassels v. Stewart* (6 App. Cas. 64) was placed by Lord BLACKBURN on the ground of a partner being an agent "if he, as an agent, makes a profit out of the concerns of his principal, and as acting for him, he must communicate it to his principal; he cannot make a profit out of his principal's business for himself."

The 2nd sub-section applies this principle pending the winding up of any business on a dissolution, and the following section (section 30) enacts, what is often inserted in partnership agreements, that a partner must not compete with the firm, or, if he does, he must pay to the firm any profits made by him in the competing business.

*Partnership property.*—Cases involving the question, "What is partnership property?" have most frequently arisen (a) on bankruptcy—between the creditors of the firm and separate creditors of the individual partner; (b) on death—between those entitled to the real property and those entitled to the personal property of the deceased partner; and less seldom (c) on a dissolution—between the partners themselves, an example of which occurred in the above-mentioned case of *Featherstonhaugh v. Fenwick*, where a lease was renewed by some of the partners pending a dissolution for the exclusive benefit of such partners, but was held to enure for the benefit of the retiring partner, and to form part of the partnership property.

The Act, by enumerating certain classes of things which "are called in this Act partnership property," supplies tests for more readily ascertaining this fact, although it avoids an exhaustive definition of the phrase. It may be noticed that much pains is taken to deal with some of the numerous difficulties which have arisen in the case of land. The recent case of *In re Hulton, Hulton v. Lister* (W. N., 1890, p. 14), where a solicitor had been engaged in land speculations jointly with another person, and the Court of Appeal held that the land in question constituted partnership assets, reversing the decision of the learned judge in

the court below, points to the difficulties to which such cases give rise.

It is provided by the Act that as regards land when it is partnership property the legal estate shall devolve according to the nature and tenure thereof, but in trust for the persons beneficially entitled (section 20, sub-section (2)), and as between the heir and personal representatives of a deceased partner it shall be treated as personal estate (section 22). These sections do not alter the existing law.

By section 21, "unless the contrary intention appears, property bought with money belonging to the firm is deemed to have been bought on account of the firm." So far as language goes we think this section might have been expressed in fewer words, and especially that the phrase "partnership property" might have been substituted for the concluding words. To this principle there is apparently an exception, to the effect that where co-owners of land are partners in profits, and purchase other land out of such profits, such newly-purchased land belongs to the partners, not as partners, but as co-owners (section 20, sub-section (3)). It would have been more appropriate if this exception had been placed immediately after the principle stated by section 21 instead of preceding it in a separate section. The clause is no doubt intended to represent the result of the decision in *Steward v. Blakeway* (L. R. 4 Ch. 603), but this was a difficult case containing very special circumstances, and it may be doubted whether the law has been rendered clearer in this respect. One of the most important rights which a partner has in the partnership property, although he may have contributed nothing to the capital, is the right, on dissolution, "to have the property of the partnership applied in payment of the debts and liabilities of the firm," as stated in section 39, which, as a consequence of dissolution, is separated from the other sections which deal with partnership property. This is the so-called partner's lien, a right of a peculiar nature, and which it is well to have stated by statute.

*Partner's share.*—The interest of a partner in the partnership assets is not defined in the present Act, but the rules for distribution of assets on a final settlement of accounts, set out in section 44, will furnish a good guide as to how it is ascertained. The nature of a partner's share is now more clearly understood than formerly, for the older cases betray some very cloudy notions on the subject. These took practical effect in the law of execution against the partnership property for a partner's separate judgment debt, but, as has been already noticed, the law is amended by section 21, and the creditor can now obtain a charging order against "that partner's interest in the partnership property and profits," and a receiver of "that partner's share of profits." The section has adopted a recommendation which has constantly been made by Lord Justice LINDLEY in his treatise on this subject.

Before leaving the subject of the power of a creditor to charge a partner's share, it should be noticed that, by section 33, sub-section (2), "A partnership may, at the option of the other partners, be dissolved if any partner suffers his share of the partnership property to be charged under this Act for his separate debt." This section naturally leads to the inquiry whether such an option exists in other cases when a partner deals with his share by voluntary charge or assignment. Apparently not. There is an elaborate provision (section 31), in which the position of a person to whom a partner has assigned his share is defined, and limitations on his rights are imposed, but nothing is said in the Act about the assignment of a share by one partner, giving the other partners a right to dissolution. In some other countries, we believe, there is such a rule; and it seems reasonable that, where any partner has ceased to have any beneficial interest in the partnership property, that the other partners should be able, if they wish it, to insist upon coming to an account and paying the value of such share to the assignee. The Legislature has, however, refrained from stating the law upon this point, either as it is or as it ought to be, and the question, when raised, must be argued upon its merits.

*Partnership agreement.*—As between partners themselves the most obvious evidence of the precise relations which exist between them is to be found in the partnership agreement. Although the Act contains frequent allusions to this agreement,

we have already observed that it nowhere distinctly states that partnership is the result of agreement, and it is, therefore, more surprising that nothing is said as to how this agreement is formed. It may be said that if it is the result of an agreement between the parties, it follows from the ordinary law of contract that such agreement may be express or implied, verbal or written, but we think that this proposition, simple as it is, might have been the subject of express enactment. In spite of this it cannot be denied that in section 24 we have some most excellent provisions from the practical point of view. The section is described in the marginal note as providing "Rules as to interests and duties of partners subject to special agreement." These rules are contained in nine sub-sections, each of which establishes a rule of more or less importance for regulating the relations between partners. In businesses of any size most of these regulations are varied by the actual agreement between the parties, but there are many partnerships where there are no written articles of agreement at all, and more where such articles have been hastily and often unskillfully drawn up. It is, therefore, of practical utility to business men to be able to turn to what, by the nature of the legislative sanction, may be described as an ideal partnership agreement, and, where the written articles, if any, are silent, to find simple questions affecting the most vital interests of the concern answered in concise and simple language. The questions dealt with are such as the following:—(a) What rights of indemnity has a partner for incurring liabilities on behalf of the firm? (b) What rights have each partner in the management of the business? (c) Can a new partner be introduced by the consent of the majority? (d) What are the powers of a majority in cases of dispute? These are only some of the subjects dealt with by this comprehensive section, and every lawyer is aware that the true answers to these questions have been found by their having passed through the furnace of litigation.

#### THE STAMP ON TRANSFERS OF MORTGAGES.

THE following correspondence has taken place on this subject:—

Law Society's Hall,  
Chancery-lane, W.C.

October 28th, 1890.

Dear Sir,—The Council of the Incorporated Law Society have had numerous communications made to them on the subject of your circular of the 15th of August last, and supplemental circular dated the 1st of September ultimo, with reference to the duty on transfers of mortgage.

With reference to the announcement in the supplemental circular that the board would be prepared to forego any penalty on impressing transfers of mortgage with further duty in respect of arrears of interest in all cases where the instrument is tendered for the purpose before the 1st of January next, the council desire me to point out to you the great inconvenience which will arise in consequence of the commissioners insisting on the payment of a penalty after so early a date as the 1st of January, 1891. A little consideration would, it is believed, convince the commissioners that, with regard to deeds already executed, particularly in respect of complicated interests arising in dealing with large estates, it will be, in fact, an impossibility for a solicitor to ascertain what deeds have not been stamped as contemplated by this new determination of the commissioners.

The council would, therefore, ask you to be good enough to request the commissioners to give this matter reconsideration, with a view to the time for stamping deeds already executed being indefinitely extended.

The council would also ask the commissioners to be so good as to issue a circular, which would be rather more precise in its terms, as to what transfer of interest is liable to stamp duty.—I am, dear sir, yours faithfully,

E. W. WILLIAMSON, Secretary.

W. H. Cousins, Esq.,

Board of Inland Revenue, Somerset House, W.C.

Inland Revenue,

Somerset House, London, W.C.,

7th November, 1890.

Sir,—Having laid before the Board of Inland Revenue your letter of the 28th ultimo, I am directed, in reply, to acquaint you, for the information of the Council of the Incorporated Law Society, that the circulars to which the council refer were not the result of any "new determination of the commissioners," as the council seem to suppose, but that it has been their uniform practice upon adjudication of the stamp duty on a transfer of mortgage, at all events since the

Stamp Act, 1870, came into operation on the 1st of January, 1871, to assess the duty as payable on the aggregate amount of principal and arrear of interest transferred, and that the circulars were the result of their attention having been drawn to the fact that in many cases transfers of mortgages, not presented for adjudication, had been insufficiently stamped.

As regards the time given for rectifying the duty, the board wish me to observe that they did not, by fixing the 1st of January next, intend to preclude the remission or mitigation of the penalty on stamping transfers of mortgages with further duty in the case of a transfer presented on or after that date where valid reason is given for the delay in presentation, but to intimate that transfers presented before that date would be stamped with the further duty without penalty as a matter of course.

The board trust that the above statement will be satisfactory to the council, as they are not prepared to accede to the suggestion that the time for stamping transfers of mortgages already executed should be indefinitely postponed.

With respect to the further suggestion contained in your letter as to the issue by the board of another circular "which would be rather more precise in its terms as to what transfer of interest is liable to stamp duty," I am to state that it does not appear to the board necessary or advisable to issue any such circular, but, if any explanation of the expression "arrears of interest," as used in the circular of the 1st of September last, is required, they have no hesitation in stating that it means an arrear due at and prior to the last past day fixed for payment of interest, and does not include the current interest between that day and the date of transfer.—I am, Sir, your obedient servant,

W. H. COUSINS, Secretary.

#### CORRESPONDENCE.

##### SECTION 11, SUB-SECTION 1, OF THE BANKRUPTCY ACT, 1890.

[To the Editor of the *Solicitors' Journal*.]

Sir,—The effect of section 11, sub-section 1, of the Bankruptcy Amendment Act, 1890, is somewhat peculiar. Under it (and also under the repealed section in the Act of 1883) the sheriff, on having notice of a receiving order before sale, is bound to deliver any goods seized to the official receiver, and this whether or not their value is sufficient to satisfy the *full amount* of the levy. But, if in order to avoid a sale the *full amount* of levy has been paid to the sheriff, the official receiver would have no claim to it, whereas if the sheriff had only received *part* of the levy, the official receiver would be entitled to the amount received under the express words of the Act. Could this have been intended?

SUBSCRIBER.

#### CASES OF THE WEEK.

##### High Court—Chancery Division.

HALIFAX JOINT-STOCK BANKING CO. (LIM.) v. GLEDHILL—Kay, J.,  
27th and 28th October; 8th November.

VOLUNTARY SETTLEMENT—FRAUD—PURCHASER FOR VALUE OF INTEREST  
UNDER THIS SETTLEMENT WITHOUT NOTICE—13 ELIZ. C. 5, s. 6.

On the 25th of June, 1885, J. G. gave to the plaintiff bank a guarantee to secure the banking account of his son T. G., and on this guarantee the bank had since obtained judgment. T. G., on the 26th of October, called a meeting of his creditors for the 31st of October. On the 27th a settlement was executed by J. G. vesting land and a policy in trust for his wife for life, then for himself for life, and subject thereto for his children. A composition with the creditors of T. G. was arranged on the 8th of November, and the defendant S. became surety, and for this purpose gave a cheque to M., the chairman of the creditors' meeting, and J. G. gave S. a security by depositing with him the settlement, the title deeds of the land, and the policy, with a memorandum signed by T. G. and J. G. S. did not know that the settlement was fraudulent and void, nor of J. G.'s guarantee to the bank. S. had been compelled to pay the holder of the cheque, which had been improperly negotiated by M., and had recovered a portion of the amount from M.; he now claimed the balance due to him on his security. This action was brought by the plaintiff bank to have it declared that the settlement of the 27th of October was fraudulent and void under 13 Eliz. c. 5, and it was argued on behalf of S. that he was protected as a purchaser for value under section 6.

KAY, J.—after holding that the settlement was void as against the general creditors, and that the deposit must be treated as giving S. a security upon the reversionary life interest of J. G. only—said that the question of law was whether a subsequent purchaser for value of an interest under the settlement without notice had his purchase protected by section 6 of 13 Eliz. c. 5. If he had, it did not matter whether it was a legal or merely an equitable interest. If he had not, then, as the creditors' rights were under a positive enactment that the deed was void as against them, their claim was not equitable, but legal. There was no direct decision, but no case had been found in which creditors had prevailed,

against such a purchaser. His lordship referred to *Prodgers v. Langham* (Siderfin's Rep. 133) and *George v. Milbanks* (9 Ves. 193), and to the judgment of Turner, L.J., in *Payne v. Mortimer* (4 De G. & J. 441), and said there seemed to be a clear recognition by Turner, L.J., that section 6 did protect a purchaser for value without notice of an interest derived under a settlement which the statute of Elizabeth would make void against creditors as to other persons claiming under it; and he thought it right to hold that section 6 did include such a purchaser, and did prevent the deed being void against him. The settlement would accordingly be declared void as against the bank and other creditors of J. G., except as to his reversionary life interest thereunder, which had been mortgaged to S.—COUNSEL, *Marien, Q.C.*, and *Benj. Eyre; Haldane, Q.C., and Hood; Butcher; Cartmell*. SOLICITORS, *Jacques & Co.*, for *Watson & Son, Bradford; Robinson & Robinson, Keighley; Weatherhead & W. & G. Burr, Keighley*.

*Re HARDING'S SETTLED ESTATE*—North, J., 7th November.

SETTLED LAND—LAND SUBJECT TO TRUST FOR SALE—APPLICATION BY TENANT FOR LEAVE TO EXERCISE POWER OF SALE—SETTLED LAND ACT, 1882, ss. 3, 63—SETTLED LAND ACT, 1884, ss. 6, 7.

This was an application, under section 7 of the Settled Land Act, 1884, by tenants for life of land subject to a trust for sale, for leave to exercise the power of sale conferred upon a tenant for life by section 3 of the Settled Land Act, 1882. Section 63 provides that, in the case of land which is, under or by virtue of any deed or will, subject to a trust or direction for sale, and for the application or disposal of the money to arise from the sale, or the income of that money, or the income of the land until sale, or any part of that money or income, for the benefit of any person for his life, or any other limited period, or for the benefit of two or more persons concurrently for any limited period, the land shall be deemed to be settled land, and the instrument or instruments under which the trust arises shall be deemed to be a settlement, and the person for the time being beneficially entitled to the income of the land until sale shall be deemed to be tenant for life thereof; or if two or more persons are so entitled concurrently, then those persons shall be deemed to constitute together the tenant for life thereof; and the persons, if any, who are for the time being under the settlement trustees for sale of the settled land, or having power of consent to, or approval of, or control over the sale, or if under the settlement there are no such trustees, then the persons, if any, for the time being, who are by the settlement declared to be trustees thereof for purposes of the Act, are for purposes of the Act trustees of the settlement. And in every such case the provisions of the Act referring to a tenant for life, and to a settlement, and to settled land, shall extend to the person or persons aforesaid, and to the instrument or instruments under which his or their estate or interest arises, and to the land therein comprised, subject to certain provisions which it is not necessary for the present purpose to state. Section 6 of the Settled Land Act, 1884, provides by section 6 (1) that, "in the case of a settlement within the meaning of section 63 of the Act of 1882, any consent not required by the terms of the settlement is not by force of anything contained in that Act to be deemed necessary to enable the trustees of the settlement, or any other person, to execute any of the trusts or powers created by the settlement." By section 7, "With respect to the powers conferred by section 63 of the Act of 1882, the following provisions are to have effect (*inter alia*):—(i.) Those powers are not to be exercised without the leave of the court. (ii.) The court may by order, in any case in which it thinks fit, give leave to exercise all or any of those powers, and the order is to name the person or persons to whom leave is given. (iv.) So long as an order under this section is in force, neither the trustees of the settlement, nor any person other than a person having the leave, shall execute any trust or power created by the settlement for any purpose for which leave is by the order given, to exercise a power conferred by the Act of 1882. (vii.) An application to the court under this section may be made by the tenant for life, or by the persons who together constitute the tenant for life, within the meaning of section 63 of the Act of 1882. (ix.) The person or persons to whom leave is given by an order under this section shall be deemed the proper person or persons to exercise the powers conferred by section 63 of the Act of 1882, and shall have, and may exercise, those powers accordingly." In the present case a testator, by his will, directed that, in case his residuary personal estate should be insufficient for the purpose, his debts, funeral and testamentary expenses, and legacies should be paid out of the proceeds of the sale of his residuary real estate thereafter directed. And the testator devised his residuary real estate to two persons (whom he also appointed executors) upon trust to sell the same, and to invest the proceeds of sale in manner therein mentioned, and to hold the investments upon trust for two ladies during their joint lives, and for the survivor of them during her life, and after the death of the survivor in trust for their children in manner therein mentioned, and, in case neither of the two ladies should have a child who should attain a vested interest, the testator gave the fund to the two trustees for their own benefit. Neither of the ladies had married, and they were respectively aged fifty-three and forty-nine. The testator's residuary personal estate had proved insufficient to pay his legacies, but his debts and funeral and testamentary expenses were paid out of it. The trustees had commenced an action in the Lancaster Chancery Court for the administration of the estate, the two tenants for life being defendants. In pursuance of an order made in that action, the sum of £7,000 was raised by a mortgage of the testator's residuary real estate for the purpose of paying the legacies. An inquiry was also directed, whether it would be fit and proper and for the benefit of all the persons interested that the residuary real estate should be sold, and in answer to this inquiry the registrar certified that it would be for the benefit of all persons interested that the sale should be postponed. The present summons was taken out

by the two tenants for life, and it asked that they might be authorized to exercise the statutory power of sale of the real estate. The trustees were the respondents to the summons. It was contended that the *onus* was on the tenants for life to shew a reason for depriving the trustees of the right to exercise the trust for sale created by the will, and also that the finding of the Lancaster Court was a bar to the application.

NORTH, J., granted the application. He was of opinion that, by virtue of section 6 of the Act of 1884, trustees for sale of land were *prima facie* the proper persons to determine how the land was to be sold, unless the court should, under section 7, give leave to the tenant for life to exercise the power of sale conferred by sections 3 and 63 of the Act of 1882. In the present case, all the charges prior to the life estates having been satisfied, he thought it would be proper that the tenants for life, who had the first subsisting interest under the settlement, should be authorized to sell the real estate.—COUNSEL, *Coxon-Hardy, Q.C.*, and *R. J. Parker; A. Hopkinson*. SOLICITORS, *J. Percy Chadwick; Phelps, Sidgwick, & Co.*

### High Court—Queen's Bench Division.

*REG. v. BOWERMAN*—C. C. R., 8th November.

CRIMINAL LAW—EMBEZZLEMENT BY AGENT—SECURITY FOR THE PAYMENT OF MONEY—BILL OF EXCHANGE—ABSENCE OF DRAWER'S NAME—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT. c. 61), s. 18—24 & 25 VICT. c. 96, s. 75.

In this case the prisoner was indicted at the Central Criminal Court under section 75 of 24 & 25 Vict. c. 96 for that he, having been intrusted as a broker or agent with a security for the payment of money—namely, a bill of exchange or acceptance with a direction in writing to apply the proceeds for a certain purpose—in violation of good faith, and contrary to the terms of such direction, converted the same to his own use. The main question was whether the document so intrusted to the prisoner was a security for the payment of money. The facts, shortly, were as follows:—Messrs. Tebbitt Brothers, being in need of additional capital, inserted an advertisement in a newspaper. The prisoner replied to it by sending his card and address. In the course of subsequent interviews, the prisoner informed Mr. A. P. Tebbitt that he was a bill broker or money lender, and that he would be able to raise capital for the firm. An arrangement was made and was drawn up in writing by which the prisoner was to draw bills upon Messrs. Tebbitt gradually to the amount of £5,000 and endeavour to get them discounted at a moderate rate of interest. Eighty per cent. of the proceeds of the bills were to be handed to Messrs. Tebbitt, and in the event of the prisoner's failing to discount them he agreed to return them to Messrs. Tebbitt in three days. In accordance with this arrangement the prisoner drew the bills (the subject of the indictment) and Messrs. Tebbitt accepted them and handed them to the prisoner. The drawer's name was left blank, but in other respects the bills were complete. The prisoner gave them to one Berg to discount them, and requested him to add the drawer's name, which he did. Berg discounted the bills and handed the proceeds to the prisoner, who applied them to his own use. The prisoner was convicted, but the Recorder stated this case for the opinion of the court. It was argued for the prisoner that the bill, having no drawer's name upon it when it was received by the prisoner, was only an inchoate instrument, and not a security for the payment of money. *Reg. v. Harper* (7 Q. B. D. 78), *Reg. v. Hart* (6 C. & P. 106), and *Reg. v. Portugal* (16 Q. B. D. 487) were referred to. It was also contended that the prisoner's dealings with Messrs. Tebbitt amounted to a partnership, and that he was not an agent.

DENMAN, J., said that there was very good ground for holding that this document was a valuable security, and properly described as a bill of exchange or acceptance. At the time it was intrusted to the prisoner the amount had been inserted, the bill had been accepted by the persons to whom it was addressed, it was properly stamped, and all that was wanted was the name of the drawer. The question was covered by section 18 of the Bills of Exchange Act, which laid it down that a bill might be accepted before it was drawn, and might, therefore, be considered to be an acceptance. As soon as the drawer's name was added it became available, as in fact it was made available for purposes of fraud. The case of *Reg. v. Harper* was not in *pari materia*, the question there was as to indorsement. In *Reg. v. Hart* there was a good ground upon which all the judges relied, and that was that the document was not a security for anything at all; no sum was inserted in the bill, and when people talk of a security for money they mean a security for a certain sum, not any sum that may be filled in; that case was only an authority to that extent. The other cases cited were also distinguishable. Section 18 shewed that a bill without the drawer's name might be accepted—that was, there might be an acceptance without any drawer's name, and such was the case here. It was a valuable security, and the prisoner converted it to his own use. As to whether the prisoner was a broker or agent, the only question was whether there was evidence to go to the jury on the point. But the prisoner had described himself as a bill broker, and on that point also the verdict was warranted. POLLOCK, B., said the question was not, was this document a bill of exchange? but, was it a security for money? It certainly was a security which a business man or a banker would take as such. That disposed of the first point. As to the second, it was said that the prisoner had some interest in the transaction beyond that of a broker or agent, but it did not follow that he was not a broker or agent, and the jury were justified in so finding. HAWKINS, J., said that it was clear that this was a valuable security; just as a cheque to order would be, although the person in whose favour it was made had not indorsed it. As to the second point there was even less doubt; apart from his having described himself as a broker, the prisoner was an agent in every

sense for the purpose of getting these bills discounted. STEPHEN and CHARLES, J.J., agreed. Conviction affirmed.—COUNSEL, *Poland, Q.C.*, and *Metcalfe; H. Avery*. SOLICITORS, *Norris & Son; Solicitor to the Treasury*.

### Solicitors' Cases.

**EARL OF AYLESFORD v. EARL POULETT**—North, J., 6th November.

**SOLICITOR—COSTS—TAXATION—SCALE FEE—MORTGAGE—FURTHER CHARGE—PREVIOUS INVESTIGATION OF TITLE BY SAME SOLICITOR—SOLICITORS' REMUNERATION ORDER, SCHEDULE I., PART I., R. 10.**

In this case a question arose as to the operation of rule 10 in Part I. of Schedule I. to the Solicitors' Remuneration Order. That rule provides that the scale as to mortgages "is to apply to transfers of mortgages where the title is investigated, but not to transfers where the title was investigated by the same solicitor on the original mortgage, or in any previous transfer; and it is not to apply to further charges, where the title has been so previously investigated." As to such transfers and further charges, the remuneration is to be regulated according to the present system as altered by Schedule II. hereto." In the present case the tenant for life of settled estates had created a number of charges upon his life interest, for sums amounting in the whole to £192,000, and had incurred other debts. These charges had all become vested in the trustees of an insurance company. A private Act was passed, which empowered the trustees of the settlement to raise sums, not exceeding in the whole £350,000, by mortgaging the settled estates in fee, for the purpose of paying the debts of the tenant for life. In pursuance of this power the trustees executed a mortgage of the estates in fee to the trustees of the same insurance company, to secure a sum of £232,000 advanced by the company. The mortgage deed contained a recital that all the charges on the life estate of the tenant for life had been satisfied and released, and the deed was expressed to be made in consideration of £232,000 "now paid" by the mortgagees to the trustees of the settlement. The charges on the life estate were released by a separate deed, and the sum of £192,000 was in fact retained by the company in satisfaction of those charges, only the balance of £40,000 being paid to the trustees of the settlement. A little more than a year afterwards the tenant for life died, without any issue male, and his younger brother thereupon became tenant for life in possession of the settled estates. He brought this action against the trustees of the settlement, claiming an account of all moneys come to the hands of the defendants as trustees for the purposes of the Act or of the settlement. North, J., made an order directing an account to be taken of these moneys, and of the application thereof. In pursuance of this order the defendants brought their accounts into chambers, and they claimed as part of their discharge a bill of costs of the solicitors of the insurance company in relation to the mortgage for £232,000. The chief clerk requested the taxing master to tax and settle the bill, to assist him in making proper allowances in respect thereof in taking the accounts of the trustees. It was contended that the solicitors were entitled to the scale fee (£450) prescribed by Part I. of Schedule I. for a mortgage for £232,000, on the ground that the mortgage was not either a transfer or a further charge, but a new and independent transaction, the subject of the mortgage being the fee of the estates, and not the life interest, as in the prior mortgages. The taxing master held that the transaction was in substance a further advance of £40,000, and that the solicitors could only claim remuneration under Schedule II. He said that the solicitors had already been once paid for investigating the title, at least on £192,000, part of the £232,000—that is, on the life estate. On the present occasion an additional £40,000 was advanced, no doubt on the fee. But the transaction was between the same parties, and the proper fee had been already paid for investigating the title. On the present occasion the defendants were really entitled to nothing more than the proper charges of the solicitors under Schedule II. But, with the assent of the plaintiffs, the taxing master allowed them £145, the scale fee on £40,000, which was, in his judgment, much more than would be allowed if items were brought in under Schedule II.

Norris, J., affirmed the decision. He did not think the rule was very clearly expressed, but, on the best consideration he had been able to give to the case, he thought the taxing master was right. It must be remembered that, if the scale did not apply, the solicitor would still be remunerated for his work; another alternative was provided by the rule. The only question was, whether the solicitor was to be remunerated in the one way or in the other. Suppose the simple case of an owner in fee of land making a mortgage and dying intestate, the mortgage still subsisting. Suppose the mortgagor's son and heir-at-law wished to obtain a further advance from the same mortgagee on the security of the same property. Could it be said that the title had not been already investigated, because it would be necessary to look at the will of the mortgagor and to inquire into the heirship of the son, in order to see whether he could give a further charge on the land? It was argued that the title to property could be said to have been previously investigated only when not the slightest change had taken place in the position of the mortgagor, and that, if anything further, however small, had to be done, the title had not been previously investigated. The court must deal with each case as it arose, and the rule must not be tested by putting extreme cases. In the present case the Act enabled the trustees to charge the fee of the settled estates, and they did so, taking in exchange a release of the existing charges on the life estate and a further advance of £40,000. In such a case, in his lordship's opinion, there was not a fresh investigation of the title, for the title had been, in substance, already investigated. It was carefully investigated by the company when they advanced the £192,000, and the fact that it was necessary also to look into the provisions of the Act did not prevent its

being said that the title had been already investigated. In his lordship's opinion the transaction was, in substance, a further charge on the same property, and the solicitors were not entitled to a scale fee, because the title had been previously investigated by them. But the plaintiff had submitted to pay £145, and the court was not asked to vary the order in that respect.—COUNSEL, *Napier Higgins, Q.C.*, and *Dauney; Cozens-Hardy, Q.C.*, and *W. C. Drury*. SOLICITORS, *Kaye & Guedalla; Bennett, Dawson, & Bennett*.

*Ex parte RAPHAEL, R. COSTER*—Q. B. Div., 5th November.

**SOLICITOR—COSTS—BANKRUPTCY—COSTS OF PETITION—BANKRUPTCY RULES, 1886, R. 125.**

This case raised a question of importance to solicitors. The application was made by Mr. R. Raphael, the solicitor to the debtor, for an order on the trustee to pay out of the estate the petitioning debtor's costs, which had been duly certified by the taxing master. Mr. Raphael was instructed by the debtor to appear for him on the filing of his petition, in respect of which he subsequently carried in his bill of costs, which was duly taxed at £44 16s. On application being made for payment, however, the trustee refused to pay the costs out of the estate, alleging as his ground for the refusal that he had discovered that shortly before the petition was filed two sums of £60 and £40 respectively had been received by Mr. Raphael from the bankrupt, which the trustee contended amounted to a fraudulent preference, and he claimed the right of setting off the costs in question against these sums. On behalf of the applicant it was now submitted that the suggestion of the trustee was wholly inadmissible. The payments to the solicitor were for services rendered previous to the petition, and he had a perfect right to retain them. But even if the trustee was of opinion that they were a fraudulent preference, he had no right to set off against them costs which were given to the solicitor under the rules, and his proper course was to proceed by motion in the ordinary way.

CAVE, J., allowed the application. His lordship said that the contention of the trustee could not be entertained. His proper course was not to take the step he had taken, but to move to set the payments aside as a fraudulent preference. The trustee must pay this amount, and could then make the motion if he thought fit. The plan he had adopted was most inconvenient, and the application must be allowed, with costs.—COUNSEL, *Muir Mackenzie; Mellor*. SOLICITORS, *R. Raphael; A. N. Phillips*.

*Re LANGLOIS & BIDEN*—Q. B. Div., 6th November.

**COSTS—COUNTY COURT—LOWER AND HIGHER SCALES—SCALE TO BE APPLIED WHERE AMOUNT CLAIMED EXCEEDS AND THE AMOUNT RECOVERED IS LESS THAN £10—COUNTY COURT RULES, 1889, APPENDIX—COUNTY COURTS ACT, 1888 (51 & 52 VICT. C. 43), SS. 118, 119.**

This case raised an important question as to the scale to be applied in the taxation of costs in the county court where the amount claimed is over the £10 limit and the amount recovered is under that sum. Messrs. Langlois & Biden were the solicitors for one Wood, the plaintiff, in an action upon a bill of exchange for £15. Wood alleged and informed his solicitors that he had paid the full amount which appeared upon the face of the bill, but in cross-examination at the trial he admitted that he had only paid £5 for it, and accordingly he recovered judgment for that amount only. The solicitors claimed from Wood payment of their charges upon the higher scale—"where the subject-matter of the sum recovered exceeds £10"—namely, £9 14s. 6d. On taxation of their bill the master held that they were only entitled to costs on the lower scale—"where the amount recovered exceeds £2 and does not exceed £10"—namely, £2 13s. 6d. (See County Court Rules, 1889, Appendix.) Huddleston, B., in chambers, reversed this decision, and held that the costs must be taxed on the higher scale. The lower scale in the Appendix to the rules is followed by the note—"N.B.—No other costs are to be allowed than the above where the amount claimed does not exceed £10, unless the judge certifies under section 119 of the County Courts Act, 1888." The solicitors appealed.

THE COURT (MATHEW AND GRANTHAM, J.J.) held that the order of the master was right and ought to be affirmed. The question arose upon section 118 of the County Courts Act, 1888, and the Appendix to the rules of 1889. It was clear that the section applied both to party and party costs, and to solicitor and client costs; both must be regulated by the scale which was applicable, and there was no distinction between them; therefore all that was necessary was to look at the scales. Attention was directed to the note to the lower scale in which the word "claimed" was substituted for the word "recovered." But section 119 shewed that the true guide was the "amount recovered," and it was impossible by any rule to enlarge that into the "amount claimed." The Act must be adhered to, although in an individual instance it might work hardship to a solicitor who had been deceived by the statement made to him by his client as to the amount to which he (the client) was entitled. Appeal allowed.—COUNSEL, *Crump, Q.C.*, and *W. H. C. Payne; R. Bray*. SOLICITORS, *Morris N. Fuller; Langlois & Biden*.

*Re MACGOWAN, MACGOWAN v. MURRAY*—Kay, J., 8th November.

**TAXATION OF COSTS—SOLICITORS' REMUNERATION ACT, 1881—GENERAL ORDER, AUGUST, 1882, R. 11—FEE FOR NEGOTIATING SALE TO BE APPROVED BY THE COURT.**

The trustees of certain property, the subject of a suit, pending suit, entered into negotiations by their solicitor to sell the property, and the solicitor obtained an offer from a bank, which was conditional upon the sanction of the court being obtained. The solicitor procured evidence, including affidavits by two auctioneers, as to the sale to the bank. The taxing master had allowed the costs of obtaining the sanction of the court,

but disallowed the scale fee for negotiating the sale, and this was a summons to vary his certificate.

KAY, J., said that the meaning of rule 11, Schedule I., Part I., of the General Order, was plain, that where the solicitor had done all the work without having paid an auctioneer or other agent to assist him, and that work resulted in a complete contract, then the scale fee applied. But if he did not do all the work himself, because part of the work was done by an agent whom the client paid, he was not entitled, since that part of the work was not done by him. The question was, did the solicitor arrange the sale and the price, the terms and conditions thereof, and it was obvious that "arrange" meant finally arrange; the scale fee for negotiating was to apply when the solicitor made a complete contract himself. The solicitor did not make a final arrangement, because that could not be done without the sanction of the court. Thus as to price, the solicitor negotiated with the bank for sale, if the court approved the price; the bank was really not bound until the court sanctioned the price, and there was no complete contract. "Arrange" in rule 11, which only applied to negotiations, meant that the negotiation must be a perfectly complete negotiation, resulting in a binding contract; and then the scale fee did not apply unless the solicitor carried the negotiation out himself without assistance. The summons must be dismissed, with costs. —COUNSEL, Marten, Q.C., and Davenport; Levett, SOLICITORS, Cunliffe & Davenport, for Darbshire, Tatham, & Worthington, Manchester; Bower, Cotton, & Bower.

**LYTH v. FLADGATE; MORGAN v. LYTH; SMITH v. LYTH**—Stirling, J., 25th and 26th June; 1st and 2nd July; and 4th November.

**TRUSTS—MORTGAGE ON INSUFFICIENT SECURITY—BREACH OF TRUST—SOLICITOR-TRUSTEE—LIABILITY OF PARTNERS—NEGLIGENCE—TRUSTEES ACT, 1888, s. 4 (51 & 52 VICT. c. 59).**

Witness actions. On the 28th of October, 1886, an action of *Lyth v. Smith* was commenced, in which Isabella M. Blyth and two of her children, Edith M. E. Blyth and Francis E. Blyth, were plaintiffs, and H. W. Smith, C. H. Morgan, and P. W. Blyth were defendants. In the judgment given in this action on the 9th of August, 1888, it was declared that a certain investment was an improper one, and that the defendants, the trustees of the settlement below mentioned, were jointly and severally liable to make good the trust fund with interest. The facts tending to this action and to the three subsequent actions were as follows:—In 1855 a marriage settlement was executed, made between P. T. Blyth of the first part, W. King of the second part, Isabella M. Blyth, then J. M. King, of the third part, and H. G. Gordon, A. T. Upton, and P. P. Blyth of the fourth part. The parties of the fourth part were the trustees, and were to hold the trust funds upon trust with the consent of P. T. and J. M. Blyth during their joint lives, to invest on real securities in England or Wales, with power with the like consent to vary, and to pay the interest to Mrs. Blyth for her life, for her separate use, and after her death for the issue of the marriage, as Mr. and Mrs. Blyth should jointly appoint, and in default for sons at twenty-one and daughters at twenty-one or on marriage in equal shares. The marriage took place in 1855, and among the issue were two sons, P. W. Blyth, a defendant in *Lyth v. Smith*, and F. E. Blyth, a plaintiff in the same action, and two daughters, E. M. E. Blyth, a plaintiff, and J. C. E. Blyth, the wife of C. H. Morgan, a defendant in the same action. Two of the trustees died before 1882, H. G. Gordon, the last of the three, dying on June 7, 1883. The trust funds had been invested in Consols, and afterwards partly on mortgage, which was paid off in 1883, the money being received by Messrs. Fladgate, Smith, & Fladgate, a firm of solicitors, by direction of Gordon, and invested in Exchequer Bills, which were deposited with Messrs. Drummond, their bankers, in the name of the firm. In October, 1883, P. T. Blyth brought under the notice of H. W. Smith, the partner of the firm of solicitors who managed the trust affairs, a mortgage security for £11,000. Smith had the property surveyed by a competent valuer, who reported in October, 1883, in writing, that the property, a building estate at Bowes Park, was insufficient in value, and not fully satisfactory in character. The matter was gone into by Smith, who pronounced against the security on three grounds—(1) the depressed state of the property, (2) the large ground-rents, (3) insufficiency of value. The matter was reconsidered, and Smith, as he admitted in *Lyth v. Smith*, changed his opinion on the ground, though upon no new facts, that the valuer had taken too gloomy a view of the situation. On the 13th of March, 1884, the mortgage was executed to Smith, Blyth, and Morgan (who were not formally appointed trustees till April, 1884), and the proceeds of the trust funds, £11,000, were transferred in the ledger of Fladgate & Co. to the mortgagor's credit, this sum, except some £19, being applied in paying off a charge, in costs, and in paying £250 for one year's interest to Mrs. Blyth, the residue being paid to the mortgagor. The security proved insufficient. As a result of the judgment in *Lyth v. Smith* some payments on account of interest to Mrs. Blyth were made and a portion of the property sold, but nothing else was done. On the 1st of May, 1884, the partnership between Smith and Messrs. Fladgate was dissolved. On the 12th of September, 1888, W. M. Fladgate, the senior partner, died, leaving W. F. Fladgate and H. L. and M. F. Fladgate his legal personal representatives. Of the three present actions, *Lyth v. Fladgate* was commenced on February 23, 1889, by Mrs. Blyth and her children against W. F. Fladgate, H. L. and M. F. Fladgate, and the three trustees, claiming the sum of £9,658 5s. against W. F. Fladgate and the estate of W. M. Fladgate, deceased; the second, *Morgan v. Blyth*, was brought on November 9, 1889, by C. H. Morgan, one of the trustees, against P. W. Blyth, W. F. Fladgate, and Smith, claiming as trustee that Fladgate and Smith were jointly and severally liable for the £9,658 5s., and an indemnity, and also in his personal capacity an indemnity, damages for negligence, and to be recouped out of the share of P. W. Blyth; and the third, *Smith v. Blyth*, was brought by Smith against P. W. Blyth for

contribution, met by a counter-claim against Smith and his former partners for negligence.

STIRLING, J., held that it lay with the firm of Fladgate & Co., being in possession of the funds, with notice of the trusts, to discharge themselves by shewing that such funds were duly applied in accordance with the trusts. The trustees, though formally appointed after the execution of the mortgage, must be treated on the evidence as having sanctioned the application of the trust funds, but that sanction or direction would not avail the firm of solicitors if they had knowledge or notice that the investment was one which could not properly be made by duly-constituted trustees. The other partners in the firm were affected by notice through Smith, who was acting within his authority, that the security was not of a suitable character, and were consequently implicated, and that liability was a joint and several one: (*Wilson v. Moore*, 1 Myl. & K. 126, 337), and the principle that the past judgment against Smith operated as a discharge of the liability would not apply to a case of a judgment recovered against one of several joint and several debtors: *Lechmere v. Fletcher* (1 C. & M. 623, 3 Tyr. 450) and *King v. Hoare* (13 M. & W. 494). The defendants claimed the benefit of the Trustee Act, 1888, s. 4, but that defence was of no avail, because the security was one of a class attended with hazard (*Learoyd v. Whiteley*, 12 App. Cas. 727) and of an uncertain future. In *Blyth v. Smith* Smith had admitted it was not a desirable security for trustees. The firm had not discharged itself of its liability, and there would be an order in the first action that W. F. Fladgate and W. M. Fladgate's estate were severally liable to make good the loss occasioned by the investment; no order as to costs. In *Morgan v. Blyth*, the second action, the principal question was whether the relation of solicitor and client subsisted between the firm and Morgan. An express retainer was not necessary (*Bean v. Wade*, 2 Times L. R. 157), and it appeared from the evidence that the firm had been retained to act as solicitors for Morgan and his co-mortgagors. Smith, and through him W. F. Fladgate, were liable for negligence in having failed to call Morgan's attention to the rules laid down for the guidance of trustees, and there must be an inquiry as to damages. As to the other relief, Messrs. Fladgate, having paid the fund to the mortgagor by direction of the trustees, could not be called upon to replace it, but Morgan would have liberty to apply in *Blyth v. Smith* as to contribution between him and P. W. Blyth. In the third action, the plaintiff Smith, having been guilty of negligence as solicitor to P. W. Blyth, could not claim from him any contribution in respect of the liabilities imposed by the judgment in *Blyth v. Smith*, the original action, and further similar relief must be given to P. W. Blyth as had been afforded to Morgan. It should be observed that P. W. Blyth sought relief by the counter-claim against W. M. Fladgate's estate as well as against Smith and W. F. Fladgate; this claim arose *ex contractu*, and was founded upon a joint contract of partners, not joint and several, and therefore if an action at law had been brought, Smith and W. F. Fladgate would have been the proper defendants. From *Kendall v. Hamilton* (28 W. R. 99, 4 App. Cas. 504), *Re Hodgeson, Beckett v. Ramsdale* (34 W. R. 127, 31 Ch. D. 177), it appeared that in equity a creditor of the firm had a remedy against the estate of a deceased partner, and this remedy was actually applied in *Sneyer v. Gootein* (24 W. R. 493, 1 Ch. D. 351), arising out of a breach of duty on the part of a firm of solicitors. The legal personal representatives of W. M. Fladgate were, therefore, properly made parties to the counter-claim, and his estate was liable for the amount of damages which might be found due to P. W. Blyth. The action of *Smith v. Blyth* would be dismissed, with costs, and on the counter-claim there would be an inquiry as to damages as in *Morgan v. Blyth*, and an order for payment of the amount, when ascertained, by Smith, W. F. Fladgate, and the executors of W. M. Fladgate, by whom also the costs of the counter-claim must be paid.—COUNSEL, *Graham Hastings*, Q.C., and *R. C. Dobbs*; *M. C. Crackanhorpe*, Q.C., and *G. Farwell*; *H. A. Giffard*, Q.C., and *A. Cass*; *Phipson Beale*, Q.C., and *L. Jenkins*. SOLICITORS, *Upton, Atkey, & Upton*; *Farbrother*; *H. W. Smith*; *Le Brasseur & Oakley*.

**BURTON v. DODD**—Stirling, J., 7th November.

**DISCOVERY—PRIVILEGE—ACTION FOR SPECIFIC PERFORMANCE—COMPROMISE OF AN ACTION—BILL OF COSTS.**

In this action for specific performance of an agreement for the compromise of an action, the defendant, Miss Dodd, raised the defence that the agreement should not be enforced, because she had no independent advice in making it. The plaintiff sought discovery (among other things) of a bill of costs relating to this matter delivered to the defendant by the firm of solicitors, Messrs. Cave & Co., at the time the compromise was entered into. The defendant claimed privilege for this document.

STIRLING, J., held that, while a bill of costs as a general rule was privileged, the nature of the issue raised in this case was such that the solicitor's advice as to the making of the compromise could not be considered privileged. There certainly would be entries in the bill of costs which would be relevant to the issue in this case, and ought to be seen by the plaintiff, while any other items which did not relate to this issue could be sealed up.—COUNSEL, *Graham Hastings*, Q.C., and *Shearman*; *Phipson Beale*, Q.C., and *Muligan*. SOLICITORS, *Woolf & Barker*; *Debenham & Walker*.

**SOLICITOR ORDERED TO BE SUSPENDED FROM PRACTICE (WITH LEAVE TO APPLY TO BE REINSTATED AT THE END OF ONE YEAR).**

Oct. 31.—**SAMUEL GEORGE GILBERT** (Nottingham).

**SOLICITOR ORDERED TO BE SUSPENDED FROM PRACTICE FOR TWO YEARS.**

Nov. 1.—**WILLIAM EDWARD SIMMONS** (Birmingham).

## LAW SOCIETIES.

## SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 12th inst., Mr. Sidney Smith in the chair. The other directors present were—Messrs. W. B. Brook, H. Morten Cotton, G. Burrow Gregory, Samuel Harris (Leicester), John Hunter, F. H. Janson, J. H. Kays, Grinham Keen, F. P. Morrell (Oxford), R. Pennington, Henry Roscoe, R. W. Tweedie, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £643 was distributed in grants of relief, twenty-three new members were admitted to the association, and other general business was transacted.

## LAW STUDENTS' JOURNAL.

## INCORPORATED LAW SOCIETY.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 22nd and 23rd of October, 1890:—

Barber, Harry	Linton, Ernest Knox
Beevor, Henry	Long, James
Bell, John Robson	Lord, John
Berry, Edward Thornton	Monckton, Charles
Blake, John Bale	Morgan, Frederick Stuart
Bolton, George	Morris, John Richardson
Bowen, Lawrence	Mullings, Richard John
Brandt, Hugo Bernard	Murdoch, Robert Matthew Thorns
Brook-Greaves, John Thomas Richard	Paterson, George Charles
Bullen, John Fairhurst	Patey, Charles
Bury, Robert	Perkins, Harold Tindal
Calcott, Percy Berkeley	Petch, Joseph
Chase, Harry Westbrooke	Phillips, Henry
Chubb, Harry Percy	Porter, Arthur
Cooke, Douglas Edwin	Reade, Albert William
Davies, Henry Charles	Richardson, Frank Arthur Cecil
Dawson, Maurice John	Shaw, Reginald
Durrance, Walter	Shuttleworth, Edwin
Edgell, William Henry	Sills, Frederick Caldwell
Evans, Hugh John Howell	Stevens, Sherard Augustus
Fox, Raymond Wodehouse	Storey, Frank Dakers
Freer, William	Strange, Herbert Kendall
Greenwood, Charles Percival	Stroud, Herbert
Hayward, Albert Harris	Surtees, William
Herbert, Thomas Loynes	Swinhoe, Edwin Percy
Hodges, Thomas Rouse	Thomas, Thomas
Holmes, John Albert	Thomas, William Arthur
Hubbard, Austin Gardner	Thompson, Frederick Charles
Jackson, Charles Nevill	Travers, Arthur Frederick
Jackson, Wilfred	Wickham, Alfred
James, Edward Ernest	Williams, Arthur John
Jones, William Everard Tyldeley	Wills, John
Jupp, Charles Stedman	Wilson, Frederick
Kharaghatt, Merwanjee Ruttonjee	Winckworth, Douglas Powell
Lawson, Edmund	Young, Reginald
Lewis, Fred Gustave	

## COUNCIL OF LEGAL EDUCATION.

## MICHAELMAS EXAMINATION, 1890.

GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT, held at Lincoln's-inn Hall, 14th, 15th, 16th, and 17th of October, 1890.

The Council of Legal Education have awarded to the following students certificates that they have satisfactorily passed a public examination:—William Mitchell Acworth, George Boyce Allen, William Cecil Bernard, Samuel Constantine Burke, Francis Russell Burrow, Loftus Henry Kendal Bushe-Fox, Hamlet Edward Clark, Edward de Lisle Collinson, Charles Sibbald Currie, Charles Brook Dobson, Thomas Percy Draper, Percy Bagnall Evans, Julian Charles Gaisford, Walter Samuel Glynn, George Herbert Gunner, George Robert Harris, Thomas Edmott Haydon, John David McClure, Herbert Frederick Mayes, Sidney Arthur Thompson, William George Torr, and Gerald Yeo, of the Inner Temple; Percy Edwards Baldwin, Martin Joseph Camacho, Fateh Chand, Kaikhosro Edalji Ghamat, Robert Sidney Giles, Charles Edward Hecht, Yasushi Hijikata, Edwin Allen Howard, Richard Willett Hurst, Arthur Bracy Langridge, Philip Le Maistre, Peter Horace Martyr, Shilavax Rustomji Master, Pestanji Jamasji Padshah, Percy Mackenzie Skinner, Harry Craufurd Thomson, Richard Whitbourn Turner, Henry Walter Verdon, and Hubert Bayley Drysdale Woodcock, of the Middle Temple; Mohamad Ahmad, Frederick Beechey, Jonathan Bucknill, John Michel Jackson, Oruganti Sivarama Krishnamma, Roger Bernard Lawrence, Benjamin Plunkett Lentaigne, Frederick Herbert Maughan, Thomas Kirkpatrick Nuttall, and Sirdar Gurcharn Singh, of Lincoln's-inn; and Owen Cook, Bernard O'Connor, Thomas Probert Perks, and Daniel Thomas Tudor, of Gray's-inn, Esqrs.

The following students passed a satisfactory examination in Roman law:—Ernley Robertson Hay Blackwell, Albert Blakelock, Henry Soper Cox, Norman Carlyle Craig, Andrew Constant Fairbairn, Malcolm George Fleming, James Alexander Fraser, Reginald George Gallop, Philip Joseph

Gutierrez Henriques, Alan Frederick Hogg, John Henson Infield, Edward Jackson, Daniel Logan, Louis Norbert Joseph Julius Tallien Angier McVane, Arthur Adair Masey, Thomas Cecil Pakenham, Oscar Welwyn Rayner, Edward Tilley Slater, Enrique Solano, Mathura Prasada Srivastava, William Harold Tingey, Cecil Chaytor Trotter, and Arthur Spencer Wells, of the Inner Temple; Mahtabuddin Ahmad, Ali Hosan Khan, William Channing Arnold, Tiburce Beaupoil, Ferrar Reginald Mostyn Cleaver, Arthur James Comyn, Arthur John Sutherland Darwood, Peary Chand Dutt, Alfred Woodroffe Fletcher, William Cosenis Francia, James Gledhill, Harkishen Lal, George Aydon Kelly, Tudor Lay, Robert McCleary, John Buchan Brodie McMahon, Leopold James Maxse, Bapobhai Jadawarai Mazmoondar, John O'Connor, Frederick Ray, Edward John Rocke Surrage, Wilfred Jadowin Swaries, Hilton Dettlinger Warner, and Harry Wilkins, of the Middle Temple; Thomas Anton Bertram, Frederick Broadbridge, Francis John Bryant, Mary Valentine Ignatius Chirol, Reginald Dodd, Frederick Alexander Durham, William Hebard Hudson, Francis Arthur Morton, Percy Wansborough Stevens, and Francis Arnold Hull Terrell, of Lincoln's-inn; and William James Murison Allan, Alexander Kelly Cook, Arthur Sigrid May, Prabh Dial, George Rhodes, and John Christopher Shorunkeh Sawyerr, of Gray's-inn, Esqrs.

## LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 11—Mr. J. Cornelius Wheeler in the chair.—Mr. G. H. Devonshire opened the subject: "That this society regrets the liabilities of directors were not further extended by the Directors' Liability Act, 1890." Mr. Ernest Todd opened in the negative. The following gentlemen spoke during the evening:—In the affirmative, Messrs. Thomas Douglas, A. W. Watson, Cuthbert Curtis, and H. Foden Pattinson; in the negative, Messrs. H. W. Crouch and S. H. Bower. The opener having replied, the chairman put the motion to the meeting, when the same was carried by a majority of eight. There were twenty-seven members and two visitors present.

LIVERPOOL LAW STUDENTS' ASSOCIATION.—Nov. 10—Mr. G. Segar, barrister, in the chair.—A debate was held on the following subject for discussion:—"Is it desirable that actions for breach of promise of marriage should be abolished?" Mr. A. C. Thomas opened in the affirmative, which was also supported by Mr. Maxwell. Mr. E. W. Pierce opened in the negative, which was also supported by Messrs. Ross-Brown, Cuthbert-Smith, Wainwright, Gradwell, Bullen, Forshaw, Mawson, and Glover. The question was decided in the negative by a large majority.

NEXTPORT (MON.).—Nov. 5—Mr. T. Baker Jones, solicitor, in the chair.—After a discussion on the queries, a debate took place upon moot point No. 10—"Should an injunction have been granted in the case of *Reinhardt v. Menasti?*" (58 L. J. Ch. 787; *Broder v. Saillard*, 3 De G. M. & G. 304). Mr. A. Seale opened on the affirmative, supported by Messrs. E. Harrison and Newton Wade. The negative was opened by Mr. Tapson, supported by Messrs. Digby Powell and B. Jacobs. On the question being put to the meeting, the affirmative was carried by a majority of two. A vote of thanks to the chairman brought the meeting to a close.

## LEGAL NEWS.

## OBITUARY.

MR. EDWIN FRANCIS ASHWORTH BRIGGS, M.A., LL.M., was accidentally killed on the London and North-Western Railway, near Blisworth Station, on the 31st ult. Mr. Briggs was the only son of Mr. Edwin Ashworth Briggs, of Daventry. He was born in 1854, and was educated at the London University and Christ's College, Cambridge. He was called to the bar in November, 1878, and practised on the Midland Circuit. In 1879 he was elected a member of the Daventry Town Council, and on the 20th of September, 1881, he married Florence May, the second daughter of the late Joseph Ridsdale, of London. He was president of the Northampton Congregational Union, and a member of the county council for Middleton Cheney. Mr. Briggs was an active member of the Eighty Club and National Liberal Club, and was also proprietor of the *Nonconformist and Independent*. He leaves a young wife and nine children, the eldest of whom is only nine years of age.

MR. EDWIN JONES, barrister-at-law, of Fountain-court, Temple, died on Monday, the 3rd inst., at his residence, Woocote Dower House, Upper Wallington. He was the son of the late Mr. Henry Jones, of Louth, Ireland, and became a student of Gray's-inn in November, 1864, obtained an exhibition in 1866, and was called to the bar in January, 1867, and practised on the South-Eastern Circuit. He was author of a work on *The Law of Salvage*, and joint-author of *Shortt & Jones's County Court Acts* and *Orders*.

MR. ALAN KERR, barrister-at-law, died on the 29th of October last at Waterloo-street, Brighton. He was the son of his Excellency Thomas Kerr, Esq., C.M.G., Governor of the Falkland Islands. The deceased was educated at the Harrison College, Barbadoes, where his father was then judge of the Assistant Court of Appeal. He afterwards came to London, and matriculated at the London University in 1879, in which year he became a student of the Middle Temple. He was called to the bar in June, 1883.

MR. JOHN BECK, the well-known Manchester solicitor (of the firm of Chapman, Roberts, & Beck), died recently at his residence, the Moorland,

Davyhulme. Mr. Beck was born at Shrewsbury, where his father was at one time a banker, and was educated at the Shrewsbury Grammar School. He went to Manchester at an early age, and entered the office of Mr. James Chapman, borough coroner, where he remained some years as manager of the business of the firm of Chapman & Roberts, to whom he was articled. He was admitted in 1868, and afterwards became a partner, and practically the head of the firm. Mr. Beck confined himself almost exclusively to conveyancing, of which branch of the law he had a sound and extensive knowledge. Besides being a good lawyer, Mr. Beck was an ardent sportsman, and one of the best shots in the neighbourhood in which he lived. He was a member of the Manchester Incorporated Law Association and of the Solicitors' Benevolent Association. He leaves a large family of sons and daughters, one of his sons, Mr. Frederick Beck, who was admitted in 1878, being a member of his father's firm. Mr. Beck was buried on the 5th inst. at the Southern Cemetery, Manchester, in the presence of a large concourse of friends, the various societies with which Mr. Beck was connected being represented. The firm now consists of Messrs. James Wooley Roberts, Frederick Beck, and Humphrey W. Roberts.

Mr. THOMAS ROBERTS, solicitor, of Chester, died on the 31st ult. of apoplexy. Mr. Roberts was born on the 31st of August, 1826. He was articled to Messrs. Potts & Brown, of Chester, in 1847, and was admitted in 1852. Immediately afterwards he entered into partnership with the late Mr. Ambrose Walm, clerk to the Birkenhead Commissioners, but in 1854, on the retirement of the late Mr. Brown from the firm of Potts & Brown, Mr. Roberts was taken into partnership by the late Mr. Potts, who appointed him deputy clerk of the peace in 1860, which post he held until March last. On his retirement all the county magistrates and the lord-lieutenant and chairman of quarter sessions presented him with an address of thanks for his long and faithful services as deputy clerk of the peace for Cheshire. Mr. Roberts was also clerk to the magistrates for the petty sessional division of Chester Castle. He was a director and for a time chairman of the Chester Gas Co., a director of the Queen's Hotel Co., a member of the Infirmary Board, and a governor of the King's School. He was a staunch Conservative and a steadfast supporter of the Church of England. He had an extensive knowledge of history, and particularly Church history, on which he was an acknowledged authority. His loss will be greatly felt in Chester, where he was well known and highly respected.

#### APPOINTMENTS.

Mr. FREDERICK BECK, solicitor (of the firm of Chapman, Roberts, & Beck), of Manchester, has been appointed a Commissioner for Oaths. Mr. Beck was admitted a solicitor in July, 1878.

Mr. WM. CRAIGHT FOOKS, Q.C., one of the members of the Council of Law Reporting appointed by Gray's-inn, has on his retirement in accordance with the articles of association been re-appointed.

Mr. HERBERT WRIGHT BELL, solicitor (of the firm of R. Bell & Son), of West Hartlepool, has been appointed a Commissioner for Oaths. Mr. Bell was admitted a solicitor in November, 1883.

Mr. LUMLEY SMITH, Q.C., M.A., one of the members of the Council of Law Reporting appointed by the Inner Temple, has on his retirement in accordance with the articles of association been re-appointed. Mr. Smith was called to the bar in April, 1860. He practises on the South-Eastern Circuit, and is recorder of Sandwich.

Mr. JOHN COODE ADAMS, solicitor, of 42, Finsbury-circus, E.C., has been appointed a Commissioner for Oaths. Mr. Adams was admitted a solicitor in March, 1882.

Mr. FREDERICK HENRY BRIGHT, solicitor, of Maldon, has been appointed a Commissioner for Oaths. Mr. Bright, who is a member of the firm of Beaumont, Son, & Bright, was admitted a solicitor in May, 1884, and is clerk to the justices and Commissioners of Taxes for Dengie Hundred.

Mr. STANLEY EVANS, solicitor, of 20, Theobald's-road, W.C., has been appointed a Commissioner for Oaths. Mr. Evans was admitted a solicitor in July, 1884.

Mr. BARTER FLETCHER, solicitor (of the firm of B. & A. Fletcher, also Fletcher & Worden), has been appointed a Commissioner for Oaths. Mr. Fletcher was admitted a solicitor in April, 1883.

Mr. WILLIAM WILLIAMS, solicitor (of the firm of Currie, Williams, & Williams), one of the members of the Council of Law Reporting appointed by the Incorporated Law Society, has on his retirement in accordance with the articles of association been re-appointed.

Mr. JOHN FOSTER GLANVILLE, solicitor, of Portsea, has been appointed a Commissioner for Oaths. Mr. Glanville was admitted a solicitor in July, 1884.

Mr. FREDERICK EDWARD GROOM, solicitor (of the firm of Child & Groom), of Otley and Leeds, has been appointed a Commissioner for Oaths. Mr. Groom was admitted a solicitor in May, 1884.

Mr. REGINALD CHARLES GIBLIN, solicitor, of Burwell, Cambridgeshire, has been appointed a Commissioner for Oaths. Mr. Giblin was admitted a solicitor in November, 1878.

Mr. JOHN SCOTT HERON, solicitor, of 27, Ely-place, Holborn, E.C., has been appointed a Commissioner for Oaths. Mr. Heron was admitted a solicitor in March, 1884.

Mr. CHARLES HOLCROFT, solicitor (of the firm of Knocker, Knocker, & Holcroft), of Sevenoaks, has been appointed a Commissioner for Oaths. Mr. Holcroft was admitted a solicitor in February, 1884.

Mr. EDWARD MAY HILL, M.A., solicitor, of 4, Raymond-buildings, Gray's-inn, W.C., has been appointed a Commissioner for Oaths. Mr. Hill was admitted a solicitor in January, 1883.

Mr. GEORGE KIRK, solicitor, of 1a, Paternoster-row, E.C., and Wroughton-road, Balsam, S.W., has been appointed a Commissioner for the Courts of Ontario within and for the county of London, and not elsewhere. Mr. Kirk was admitted a solicitor in December, 1879, and is a commissioner for oaths.

Mr. ARTHUR MILLS, solicitor (of the firm of J. W. & A. Mills), of Hull, has been appointed a Commissioner for Oaths. Mr. Mills was admitted a solicitor in April, 1882.

Mr. GEORGE MALLAM, jun., solicitor (of the firm of Geo. Mallam & Son), of Oxford, has been appointed a Commissioner for Oaths. Mr. Mallam was admitted a solicitor in May, 1883.

Mr. ERNEST CLEGG MARLAND, solicitor, of Oldham, has been appointed a Commissioner for Oaths. Mr. Marland was admitted a solicitor in April, 1884.

Mr. EDWARD DUNCAN FREDERICK RYMER, solicitor, of 77, Rochester-row, Westminster, S.W., has been appointed a Commissioner for Oaths. Mr. Rymer was admitted a solicitor in August, 1879.

Mr. RICHARD ROBINSON RODD, jun., solicitor, of East Stonehouse, has been appointed a Commissioner for Oaths. Mr. Rodd was admitted a solicitor in July, 1884, and is solicitor and clerk to the local board, deputy-coroner for Devon and Stoke Dameral District, solicitor to the churchwardens and overseers of the poor of East Stonehouse, and assistant clerk to the guardians.

Mr. JOHN RALPH SMITH, solicitor, of Leeds and Rawdon, has been appointed a Commissioner for Oaths. Mr. Smith was admitted a solicitor in June, 1883.

Mr. HENRY ALDER PETERS, solicitor (of the firm of Willoby & Peters), of Berwick-on-Tweed, has been appointed a Commissioner for Oaths. Mr. Peters was admitted a solicitor in May, 1876, and is clerk to the guardians, Rural Sanitary Authority, School Attendance and Assessment Committees, to the borough justices, to the Norham and Islandsire justices, and to the Norham and Islandsire Tax Commissioners, deputy-superintendent-registrar, and sheriff.

Mr. JAMES LOVELL PETERS, solicitor, of 32, Basinghall-street, E.C., has been appointed a Commissioner for Oaths. Mr. Peters was admitted a solicitor in December, 1875.

Mr. JOHN THOMPSON SMITH, solicitor (of the firm of T. J. Smith & Son), of Liverpool, has been appointed a Commissioner for Oaths. Mr. Smith was admitted a solicitor in August, 1877.

Mr. EDWARD THOMPSON WESTLAKE, solicitor (of the firm of Robins, Son, & Westlake), of Southampton, has been appointed a Commissioner for Oaths. Mr. Westlake was admitted a solicitor in April, 1884, and is solicitor to the St. Mary Extra School Board.

Mr. CHARLES THOMAS WILKINSON, solicitor, of 24, St. Martin's-lane, Cannon-street, E.C., and Croydon, has been appointed a Commissioner for Oaths. Mr. Wilkinson was admitted a solicitor in February, 1883.

Mr. HENRY BROMET, solicitor (of the firm of Bromet & Sons), of Tadcaster and Leeds, has been appointed a Commissioner for Oaths. Mr. Bromet was admitted a solicitor in January, 1883.

Mr. WILLIAM GOODFELLOW ROBSON, B.A., solicitor (of the firm of Hodge, Westmacott, & Robson), of Newcastle-on-Tyne, has been appointed a Commissioner for Oaths. Mr. Robson was admitted a solicitor in July, 1884.

Mr. ALFRED KENT, solicitor (of the firm of Alfred Kent & Son), of Norwich, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds to be executed by Married Women for the county of Norfolk and for the city and county of Norwich.

Mr. SYDNEY GOWER Woods, of Gray's-inn, who is to be called to the bar on Monday next, has been appointed a District Magistrate in the Colony of British Honduras.

Mr. ERNEST EGERTON BLYTH, LL.D., B.A., solicitor, of Norwich, has been appointed Under-sheriff for the City and County of Norwich for the ensuing year. Dr. E. E. Blyth was admitted a solicitor in 1878.

\*\* We state, *ante*, p. 11, that Mr. Frank Johnson had been elected President of the Bradford Incorporated Law Society. The name should have been that of Mr. HERBERT J. JEFFERY.

#### CHANGES IN PARTNERSHIPS.

##### DISSOLUTION.

CHARLES ROBERTS and ARTHUR FREDERICK MOORE, solicitors (Roberts & A. F. Moore), Birkenhead. Nov. 1. [Gazette, Nov. 11.]

##### GENERAL.

The death is announced of Mr. Justice O'Hagan, who was until lately the senior judge of the Land Commission.

It is announced that as Lord Coleridge is still indisposed, Mr. Justice Lawrence will take his place on the Midland Circuit, and that Mr. Justice Grantham will take the coming assizes on the Western Circuit (as far as Exeter inclusive) instead of Mr. Baron Huddleston, who is unwell, but who hopes to be at the two last assize towns—Bristol and Winchester. The commission days of the first three towns on the North and South

Wales Circuits—Carnarvon, Ruthin, and Chester—have been altered to Wednesday, the 26th, and Friday, the 28th inst., and Monday, the 1st of December, respectively.

A correspondent of the *St. James's Gazette* writes from Oxford:—It may be worth while to point out that the jurisdiction exercised by the Vice-Chancellor the other day depends, in its present form, not on ancient usage, but on a very modern Act of Parliament, The Oxford University (Justices) Act, 1886. Under this Act the Vice-Chancellor and the Heads of Merton and Queen's were sitting not as the Vice-Chancellor's University Court, but as justices of the peace for the county of Oxford. Professor Holland, the Vice-Chancellor's regular assessor in his court, was not present. The Vice-Chancellor is qualified *ex officio*. His colleagues (and some other Heads of Houses) are in the commission of the peace by name. The object is rather to avoid any formal claim of jurisdiction on behalf of the University; though anyone who is punctilious in such matters may say, if he likes, that the court so constituted is also the Vice-Chancellor's Court.

A rather amusing scene, says the *Daily Telegraph*, occurred in the Queen's Bench Division on Tuesday, before Mr. Justice Day. The question at issue was raised by a lodging-house keeper against a money-lending company, and after the learned judge had summed up the case the jury were locked up for half an hour. They then returned into court and asked if the parties would take the verdict of eleven good men and true, "for," said one of the jurors plaintively, "it is no use going back, my lord, for this man"—the recalcitrant juror—"is not open to reason or argument or anything else." Another of the twelve even asked for a fire, as it was fearfully cold; to which the judge, with quiet satire, replied that he understood the rooms in the building were scientifically heated, and therefore they could not want a fire. The dissentient juror was determined meanwhile to contradict his fellows, for, just as they were asseverating the uselessness of being locked up with him, and that he would never agree till Doomsday, he declared that he did agree—"and, saying he would no' consent, consented"—and so a unanimous verdict was returned for the plaintiff.

On Tuesday the members of the Court of Appeal assembled in Court of Appeal No. 2 to express their esteem and affection for Lord Justice Cotton. The Master of the Rolls delivered an address in which he said:—"Lord Justice Cotton came to this court straight from the bar. We soon found that his knowledge of equity law was almost absolutely complete. Its principles, its practice, its details, its decisions, its application he had always ready. His powers of exposition and explanation were lucid in the highest degree. What invaluable assistance such powers gave to us, his colleagues, none of you can fail to appreciate. As a great lawyer, his predominant virtue was accuracy. As a judge, his appreciation of law and facts was instantaneous, yet his theory, often pressed upon us, or some of us, always practised by himself, was that all counsel should be heard to the fullest limit of what they desired to say, not only to the extent of the court being certain that it had heard all that could reasonably be urged, but so that the parties might be satisfied that all had been said to the court which they desired should be brought to its attention. As a great judge, patience and justice were his predominant virtues. His knowledge, quickness, lucidity, and inexhaustible patience made him as great and just a judge as has ever adorned the bench." The Attorney-General added some admirable observations.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

#### LIST OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice HOBSON.	Mr. Justice CHITTY.
Monday, November	17	Mr. Pugh	Mr. Farmer
Tuesday	18	Beal	Leach
Wednesday	19	Pugh	Godfrey
Thursday	20	Beal	Leach
Friday	21	Pugh	Godfrey
Saturday	22	Beal	Leach
		Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, November	17	Mr. Clowes	Mr. Lavie
Tuesday	18	Jackson	Carrington
Wednesday	19	Clowes	Lavie
Thursday	20	Jackson	Carrington
Friday	21	Clowes	Lavie
Saturday	22	Jackson	Carrington

#### THE AUTUMN ASSIZES.

**MIDLAND CIRCUIT** (Lord Coleridge, C.J.)—Aylesbury, Wednesday, Nov. 12; Bradford, Friday, Nov. 14; Northampton, Monday, Nov. 17; Leicester, Monday, Nov. 24; Lincoln, Friday, Nov. 28; Nottingham, Tuesday, Dec. 2; Derby, Monday, Dec. 8; Warwick, Friday, Dec. 12.

**WESTERN** (Huddleston, B.)—Salisbury, Thursday, Nov. 13; Dorchester, Monday, Nov. 17; Taunton, Friday, Nov. 21; Bodmin, Wednesday, Nov. 26; Exeter, Saturday, Nov. 29; Bristol, Friday, Dec. 5; Winchester, Wednesday, Dec. 10.

**SOUTH-EASTERN** (Hawkins, J.)—Cambridge, Saturday, Nov. 15; Norwich, Wednesday, Nov. 19; Ipswich, Wednesday, Nov. 26; Chelmsford, Tuesday, Dec. 2; Hertford, Saturday, Dec. 6; Maidstone, Wednesday, Dec. 10; Lewes, Wednesday, Dec. 17.

**OXFORD** (Matthew, J.)—Reading, Tuesday, Nov. 11; Oxford, Thursday, Nov. 13; Worcester, Monday, Nov. 17; Gloucester, Monday, Nov. 24;

Monmouth, Saturday, Nov. 29; Hereford, Wednesday, Dec. 3; Shrewsbury, Saturday, Dec. 6; Stafford, Thursday, Dec. 11.

**NORTHERN** (Cave and Wills, J.J.)—Carlisle, Wednesday, Nov. 12; Lancaster, Saturday, Nov. 15; Manchester, Wednesday, Nov. 19; Liverpool, Wednesday, Dec. 3. One judge only will go to the first two places.

**NORTH-EASTERN** (A. L. Smith and Lawrence, J.J.)—Newcastle, Tuesday, Nov. 25; Durham, Saturday, Nov. 29; York, Friday, Dec. 5; Leeds, Wednesday, Dec. 10. One judge only will go to the first three places.

**NORTH AND SOUTH WALES AND CHESTER** (Vaughan Williams, J.)—Carnarvon, Thursday, Nov. 27; Ruthin, Monday, Dec. 1; Chester, Wednesday, Dec. 3; Carmarthen, Tuesday, Dec. 9; Brecon, Friday, Dec. 12; Swansea, Monday, Dec. 15.

The following judges will remain in town:—Denman, J., Pollock, B., Stephen, J., Day, J., Grantham, J., and Charles, J.

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

**ESSEL**.—Nov. 10, at 126, Portsdown mansions, the wife of Ernest William Essel, solicitor of a daughter.

**HOWELL**.—Nov. 5, at Ethy, Lostwithiel, Cornwall, the wife of Francis Buller Howell, barrister-at-law, of a daughter.

**RALPH**.—Nov. 5, at Ashwood-terrace, Headingley, Leeds, the wife of Audsley Ralph, solicitor, of twins (boys).

**SANKEY**.—Nov. 5, at 29, Upper Phillimore-place, Kensington, the wife of Stuart Sankey, barrister-at-law, of a daughter.

### DEATHS.

**BERGER**.—Nov. 9, at Woodford, Essex, Ernest Maris Berger, M.A. Oxon., of 24, Old-buildings, Lincoln's-inn, aged 33.

**BRODHURST**.—Oct. 30, at Bournemouth, the Hon. Maynard Brodhurst, Bengal Civil Service, and a puisne judge of the High Court, North-West Provinces, India, aged 61.

**DICKSON**.—Nov. 10, at 3, Royal-circus, Edinburgh, George Dickson, advocate, Sheriff Substitute of Dumfries and Galloway, aged 67.

**HENSMAN**.—Nov. 6, at Springfield, Cliftonville, Northampton, John Hensman, solicitor, aged 87.

**HOFFMAN**.—Nov. 11, at Reading, suddenly, Charles Wills Hoffman, solicitor, aged 73.

**MILES**.—Nov. 4, at the County Club, Leicester, Edward Miles, solicitor, aged 41.

**TIPPETTS**.—At Hartshill, Atherton, Warwickshire, Theodore George Tippetts, solicitor, aged 56.

## WINDING UP NOTICES.

*London Gazette*.—FRIDAY, Nov. 7.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

**AB-INTRA BOOTMAKING PROCESS CO. LIMITED**—Creditors are required, on or before Dec. 22, to send their names and addresses, and the particulars of their debts or claims, to Henry Spain, 76, Coleman st.

**BRIGHTON AND SUSSEX UNION FIRE INSURANCE CO. LIMITED**—Creditors are required, on or before Dec. 9, to send their names and addresses, and the particulars of their debts or claims, to Messrs. Freeman & Clark, 56, Ship-street, Brighton Stuckey & Co, Brighton, solors for liquidators.

**CAKEMORE BLUE BRICK CO. LIMITED**—Creditors are required, on or before Dec. 17, to send their names and addresses, and the particulars of their debts or claims, to the liquidators, 123, Bishops-gate st. Within. Henry A. Edgar, solor for the liquidators.

**CARDIFF AND NEWCASTLE STEAM COAL CO. LIMITED**—Creditors are required, on or before Dec. 5, to send their names and addresses, and the particulars of their debts or claims, to Frederic Bertram Smart, 22, Queen st., Cheapside. Friday, Dec. 19, at 11, is appointed for hearing and adjudicating upon the debts and claims.

**FINANCIAL WORLD LIMITED**—Creditors are required, on or before Nov. 15, to send their names and addresses, and the particulars of their debts or claims, to Lionel Henry Lemon, 4, King st., Cheapside. Monday, Dec. 1, at 12, is appointed for hearing and adjudicating upon the debts and claims.

**HAWLEY & BRIDGWOLD, LIMITED**—Kay, J., has fixed Nov. 18, at 12, at his chambers, for the appointment of an official liquidator.

**INDUSTRIAL INVESTMENT AND FREEHOLD LAND SOCIETY, LIMITED**—Petition for winding up, presented Nov. 5, directed to be heard before Kay, J., on Saturday, Nov. 15 Dubois & Co, Pancras lane, agents for Ellison & Burrows, Cambridge, solors for petitioners.

**JOINT STOCK ASSOCIATION, LIMITED**—Petition for winding up, presented Nov. 6, directed to be heard before Chitty, J., on Saturday, Nov. 15 Ashurst & Co, Throgmorton avenue, solors for petitioners.

**STAR INDUSTRIAL AND PROVIDENT COAL SOCIETY, LIMITED**—Creditors are required, on or before Dec. 12, to send their names and addresses, and the particulars of their debts or claims, to William Tebbs, Kettringer, Northampton, Whole-some Confectioners.

**SURGEON'S RACECOURSE CO. LIMITED**—Petition for winding up, presented Nov. 6, directed to be heard before Kay, J., on Saturday, Nov. 15 Rawlins, Queen Victoria st., solor for petitioners.

**WATERBEG PROSPECTING SYNDICATE, LIMITED**—Petition for winding up, presented Nov. 1, directed to be heard before Kay, J., on Saturday, Nov. 15 Romer, Copthall chbrs, petner in person.

**WATERBEG PROSPECTING SYNDICATE, LIMITED**—Petition for winding up, presented Nov. 6, directed to be heard before Kay, J., on Nov. 15 at 10.30 Newbon & Co, Wardrobe pl., Doctors' common, solors for petitioners.

**WILSON'S VICTORIA-HANSON CARB. LIMITED**—Petition for winding up, presented Nov. 5, directed to be heard before Chitty, J., on Saturday, Nov. 15 Gard & Co, Gresham bldgs solors for petitioners.

#### UNLIMITED IN CHANCERY.

**NEWCASTLE, NORTHUMBERLAND, AND DURHAM PERMANENT BENEFIT BUILDING SOCIETY**—Chitty, J., has, by an order, dated Oct. 16, appointed Thomas Bowdon, 42, Mosley st., Newcastle upon Tyne, to be official liquidator.

#### FRIENDLY SOCIETIES DISSOLVED.

**FRIENDLY BROTHERS OF LIVERPOOL FRIENDLY SOCIETY**, 15, Caxneau st., Liverpool Oct. 31

**UNITARIAN SICK AND BURIAL SOCIETY**, Unitarian Chapel, Knight Hill, Church st., Padiham, Burnley, Lancaster Nov. 8

*London Gazette*.—TUESDAY, Nov. 11.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

**APSEY AND BARLOW, LIMITED**—Petition for winding up, presented Nov. 8, directed to be heard before Kay, J., on Saturday, Nov. 22 Saxelby and Faulkner, Ironmonger lane, solors for petitioners.

ARTISTIC STATIONERY CO, LIMITED.—Creditors are required, on or before Dec 19, to send their names and addresses, and the particulars of their debts or claims, to Mr. Sydney Myer, and Mr. Joseph Crosby Hetherington, 3, Plough-court, Fetter-lane, Myer, New Bridge-st, solors for liquidators.

DERBY PHOTOGRAPHIC DRY PLATE CO, LIMITED.—Creditors are required, on or before Dec 16, to send their names and addresses, and the particulars of their debts and claims to S. Stagoll, Higham, 20, Craven-street, Charing Cross.

EDDYSTONE MARINE INSURANCE CO, LIMITED.—Petts for winding up, presented Nov 7, directed to be heard before Stirring, J., on Nov 22 Gibbs & Co, Gracechurch-street, solors for petts.

EUREKA REFRIGERATING CO, LIMITED.—Chitty, J., has, by an order dated Oct 25, appointed James Howard Hays, 11, Abchurch-lane, to be official liquidator.

HETT, MAYOR, & CO, LIMITED.—Chitty, J., has, by an order dated Oct 24, appointed John Francis Clarke, 41, Coleman-st, to be official liquidator.

J. D. HICKMAN & CO, LIMITED.—North, J., has fixed Thursday, Nov 20, at 1, at his chambers, for the appointment of an official liquidator.

JOE'S LUCK AND BOX ACCORD (SHEBA) GOLD MINING CO, LIMITED.—Creditors are required, on or before Feb 14, to send their names and addresses to Frederick William Seelick, 26, Austin-rooms.

KAISER LAGER BEER BREWERY CO, LIMITED.—Stirling, J., has fixed Thursday, Nov 20, at 12, at his chambers, for the appointment of an official liquidator.

ORIGINAL PITTSBURG (GRASS VALLEY) GOLD MINES, LIMITED.—By an order made by North, J., dated Nov 1, it was ordered that the voluntary winding up of the company be continued Foss & Ledsam, Abchurch-lane, solors for petts.

PORTUGUESE CONSOLIDATED COPPER MINES, LIMITED.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to William Henry Pannell, 14, Basinghall-st, Wednesday, Jan 21, at half past twelve, for hearing and adjudicating upon the debts and claims.

POWDER RIVER CATTLE CO, LIMITED.—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Mr. Charles Fitch Kemp, 73, Lombard-st, Sibbards & Co, Leadenhall-st, solors for liquidator.

STAFFORDSHIRE GAS AND COKE CO, LIMITED.—By an order made by Kay, J., dated Nov 1, it was ordered that the company be wound up Hurrell & Mayo, Queen Victoria-st, solors, picture in person.

SWEDISH AND NORWEGIAN RAILWAY CAR TRUST CO, LIMITED.—Stirling, J., has fixed Nov 21, at 12, at his chambers, for the appointment of an official liquidator.

UNITED KINGDOM ASSURANCE CORPORATION, LIMITED.—Creditors are required, on or before Dec 15, to send their names and addresses, with particulars of their debts and claims, to the liquidators, at the office of Messrs. Wynne Baxter & Keeble, 9, Laurence Pountney Hill, Cannon-st.

FRIENDLY SOCIETIES DISSOLVED.

HANDSWORTH FRIENDLY UNION SOCIETY, Frighted Horse Inn, Handsworth, Stafford Nov 6.

SHEFFIELD SQUADRON OF THE FIRST WEST YORK YEOMANRY CAVALRY FUNERAL SOCIETY, Bell Hotel, Sheffield Nov 5.

STAR FRIENDLY SOCIETY, Star Inn, Faversham, Kent Nov 6.

### CREDITORS' NOTICES UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette*.—TUESDAY, NOV. 4.

BENTLEY, JOHN, Chapel en le Frith, Derby, Gent. Dec 12. Bellis v Bentley, Registrar, Manchester. Davy, Manchester.

HILL, HENRY, Brownwood road, South Hornsey, Gent. Dec 1. Hill v Hill, North, J. Hill, Queen Victoria-st.

HINDLE, JAMES, Accrington, Gent. Dec 4. In re James Hindle, Registrar, Manchester.

Lambert, Manchester.

IRVING, EDWARD WILLIAM, Southport. Dec 4. Irving v Irving, Registrar, Manchester.

Burton, Manchester.

JACKSON, GEORGE JABEZ, Churwell, nr Leeds, Plumber's Assistant. Dec 2. Jackson v Jackson, Stirling, J. Scatcherd & Hopkins, Leeds.

LANCE, ANGELINA, Bournemouth. Nov 29. Sharp v Rebbeck, Kay, J. Drift, jun, Bournemouth.

MEDLEY, ARTHUR LIONEL, Throgmorton-st, Stockbroker. Dec 1. Medley v Owen, Chitty, J. Woodcock & Co, Lincoln's inn fields.

MESSENGER, JOHN WILLIAM, Oxford, Auctioneer. Dec 1. Baxter v Messenger, North, J. Firth, Chancery lane.

WOODROFFE, WILLIAM, East Leake, Nottingham, Gent. Dec 5. Shepherd v Woodroffe, North, J. Clifford, Loughborough.

*London Gazette*.—FRIDAY, NOV. 7.

BEYAN, JOHN, Bartow upon Soar, Leicester, Baker. Dec 3. Wale v Bradshaw, Chitty, J. Briggs & Co, Loughborough.

EASTON, FREDERICK, Low Ackworth, York, Cattle Dealer. Dec 18. Far v Jacob, North, J. Clarke, Preston.

TAYLOR, RICHARD ALFRED, Hunsworth, York, Manufacturer. Dec 3. Taylor v Taylor, North, J. Cadman, Gomersal.

TYLER, ROBERT THOMAS, Wiveliscombe, Somerset. Dec 2. Godfrey v Bruce, North, J. Pearce, Wiveliscombe.

### UNDER 22 & 23 VICT. CAP 35.

LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, NOV. 7.

BARNES, EDWARD, Southampton, Cabinet Maker. Dec 10. Hallett, Southampton.

BRUNNICH, FRANCIS, Trevistock sq, Gent. Dec 12. Davidson & Morris, Queen Victoria-st.

BRADLEY, WILLIAM PRATT, Brixton, Sutton, Maddock, Salop, Esq. Dec 20. Potts & Potts, Brixley.

CARNAVON, Right Hon HENRY HOWARD MOLYNEUX, Earl of, Portman sq. Dec 8. Frene & Co, Lincoln's inn fields.

CAULFIELD, ANNIE RACHEL, Cornwall glands, South Kensington. Dec 9. Wing & Du Cane, Gray's inn sq.

CLARKE, ALFRED JOHN, Watford, Herts, Gent. Dec 15. Woodbridge & Sons, Uxbridge.

CLUTTERBUCK, ALEXANDER, Fretherne, Glos, Esq. Dec 10. Fooks & Co, Carey st, Lincoln's inn.

CODLING, ISABELLA, Coxilodge, Northumberland. Dec 10. Stobo & Livingston, Newcastle-upon-Tyne.

DARNELL, JOHN, Brighten, Gent. Jan 1. Bexworthy, Cheapside.

DRANE, JOHN RICHARD, Derryhill, Wilts, Farmer. Dec 11. Wood & Awdry, Chippenham.

DOBSON, RICHARD, Carlton, Rothwell, Yorks, formerly Rope Manufacturer. Dec 18. Tennant & Barrett, Leeds.

DUNN, MARGARET DUNCAN, Inglewood, nr Hungerford, Berks. Dec 15. Tomlin & Son, Old Burlington st.

DUNNE, PAUL, Manchester, Game Dealer. Dec 9. Richardson, Son, & Cook, Manchester.

EDWARDS, JOHN, Tunbridge Wells, retired Builder. Dec 31. Pearce & Beeching, Tunbridge Wells.

EDWARDS, SARAH, Kingland, Herefordshire. Dec 4. Lloyd & Son, Leominster.

FISH, JOHN, Southport, retired Cotton Spinner. Dec 6. Wellshy & Smallshaw, Southport.

FORSTER, JOHN LIDDLE, Newcastle on Tyne, Chemist. Nov 26. Chartres & Youll, Newcastle on Tyne.

FRENCH, DR. JAMES, M.R.C.P., Cheltenham. Dec 20. Stricks & Bellingham, Swans.

FULDA, LEOPOLD, Bradford, Merchant. Dec 12. Gordon & Co, Bradford.

HARDCastle, FRANCIS SNOW, Killinghall, Yorks, Farmer. Jan 1. Kirby & Son, Hartgate.

JACKSON, JOHN, Manningham, Bradford, Tailor. Dec 12. Freeman, Bradford.

KNYVETT, FELIX, Esq., Watford, Herts. Dec 17. Satchell & Chappell, Queen st, Cheapside.

LANKESTER, MARY, Wribber-hall, Kidderminster. Dec 1. Hemingway & Son, Bewdley.

MADDEN, ISABELLA, Stonefield terrace, Leeds. Dec 17. Wiggin, Leeds.

MAYSTON, JOSHUA, Brackendale, Norwich, Gent. Dec 1. Miller & Co, Norwich.

MCGREGOR, SIR CHARLES RODERICK, Bart, Charles st, St James's, Army Agent. Dec 31. Nicholson, Lancaster pl, Strand.

OWEN, ROBERT, Solihull, Warwick, Gent. Dec 17. Pointon, Birmingham.

PARSONS, DOROTHY, Mansfield, Notts. Dec 31. Maltby, Mansfield.

PARSONS, REV JOHN, Mansfield, Notts, Clerk. Dec 31. Maltby, Mansfield.

PYTHON, CHARLES HARTLEY, Bath, Gent. Jan 1. Stone & Co, Bath.

SAPS, JAMES, Tudor grove, Hackney. Nov 30. Ellis & Co, College hill chambers, College hill.

SHIPLEY, CAROLINE, Grasmere, Westmorland. Dec 20. Gatey, Ambleside.

STARR, EDWARD GEORGE, Worthing, Sussex, Gent. Dec 18. Greening, Fenchurch st.

STEVENS, WILLIAM, Ipswich, Gent. Dec 28. Jackman & Sons, Ipswich.

SWINTHENBANK, JOHN SWAIN, Bradford, Tailor. Dec 12. Freeman, Bradford.

TALBOT, EDWARD FITZROY, Upper Berkeley st. Dec 31. Coulthurst & Van Sommer, New Inn, Strand.

TEMPLE, EDWARD WITHERINGTON JOSEPH, Southend, Stock Dealer. Dec 8. Wright, Victoria st, Westminster.

THOM, JOHN, Newcastle upon Tyne, Brewer. Nov 23. Stanford, Newcastle upon Tyne.

WEAVER, MARY, Southampton st, Camberwell. Jan 1. King, Chancery lane.

WHITE, JOSHUA PUGH, Church Stretton, Salop, Gent. Dec 31. Saxon & Son, Queen Victoria st.

WIDINGTON, JOHN ROBERT, Studley rd, Clapham, Gent. Dec 6. Birt & Follett, Townhall chambers, Southwark.

WILSON, JOHN WILLIAM, Croydon, Surrey. Dec 31. Drummond & Co, Croydon.

*London Gazette*.—TUESDAY, NOV. 11.

AUSTIN, FREDERICK STEPHEN, Manchester, Clerk of the Peace. Dec 8. Austin & Austin, Union court, Old Broad st.

BAKER, WILLIAM, Wakefield, Wine Merchant. Dec 31. Mander & Co, Wakefield.

BRATTIE, JOSEPH, Wellington, Salop, Justice of the Peace. Feb 20. Johnson & Co, Birmingham.

BIRD, HUGH, St Leonard's, Exeter, Esq. Dec 11. Jordan & Davies, Frederick's pl, Old Jewry.

BOTHAM, JOSEPH, Lichfield, Gent. Dec 13. Russell, Lichfield.

BRETHERTON, WILLIAM, Runshaw Hall, within Euxton, Lancs, Esq. Dec 13. Buck & Co, Preston.

CHEDDROZ, FREDERICK, Bristol, Officer in H M's Customs. Dec 20. Clifton & Co, Bristol.

COLDICUTT, EDWARD ALBERT, Grazeley, Berks, Farmer. Dec 25. H & C Collins, Reading.

FRANKLIN, ANX, Alcester, Warwick. Dec 10. Assinder, Birmingham.

GODDARD, THOMAS, Boulogne-sur-Mer, France, Gent. Dec 17. Powning, Salisbury.

GREENSALL, GEORGE, Erdington, Warwick, Gent. Dec 7. Westwood, Birmingham.

HEANES, ROBERT, Wisbich, St Peter, Cambs, Gent. Dec 31. Sturton, Holbache.

HOOD, PETER, Seymour st, Portman sq, Esq. M.D. Dec 6. Dimond & Son, Wimpole st.

HUNT, HENRY JOHN, Brixton Hill, Surrey, Esq. Dec 15. Brundrett & Co, King's Bench walk, Temple.

JARDINE, PETER, Greenfields, Holywell, Flint, Quarry Proprietor. Dec 1. Cope, Holywell.

KEMPLAY, JAMES, Leinster gdns, Hyde Park, Esq. Dec 31. Scadding & Bodkin, Gordon st, Gordon sq.

KEMPLAY, SARAH, Leinster gardens, Hyde park. Dec 31. Scadding & Bodkin, Gordon st, Gordon square.

LOMAX, MARY, Southport. Dec 7. Balshaw & Hodgkinson, Bolton.

MANDEE, GEORGE, Wakefield, Solicitor. Dec 31. Mander & Co, Wakefield.

MARE, SARAH, Hillsborough, near Sheffield. Dec 20. Howe, Sheffield.

MARTINDALE, WILLIAM, Cambridge. Dec 1. Bonnett, Cambridge.

MAUD, MARY ELIZABETH, Picton st, Bradford. Dec 1. Atkinson, Bradford.

MCGREGOR, SIR CHARLES RODERICK, Bart., Charles st, St James's, Army Agent. Dec 1. Nicholson, Lancaster pl.

MILLER, JOHN, Reigate, Surrey, Tobacconist. Nov 30. Smith, Reigate.

PEEL, WILLIAM, Hollis st, Leeds. Dec 10. Milling & Compton, Leeds.

PERIAN, EDWARD THOMAS, Birmingham, Nut Manufacturer. Dec 25. Eaden, Birmingham.

PITTS, SAMUEL, Cossington, Somerset, Gent. Dec 23. Brice, Bridgewater.

REID, HUGH, Glengarry rd, East Dulwich, Gent. Dec 15. Gasquet & Metcalfe, Idol lane.

ROWLINSON, CHARLES PHILLIP, Yardley, Worcester, Gent. Nov 22. Buller & Co, Birmingham.

SANDERSON, JOHN, Faict, Lanes, Smallware Dealer. Nov 24. Ghent, Bacup.

SHARKEY, THOMAS, Waterloo, Lancs, Wine Merchant. Dec 20. James & Smith, Liverpool.

SHAW, ALLAN, Manchester, Merchant. Dec 31. Walley, Manchester.

SIMPSON, GEORGE, Heworth, Yorks, Joiner. Dec 24. Wood & Co, York.

SMITH, ANNE, Newcastle on Tyne. Nov 17. Clayton & Gibson, Newcastle on Tyne.

THOMSON, EMMA ELIZABETH, Bedford. Dec 18. Greenfield & Cracknell, Lancaster pl, Strand.

TILLEY, THOMAS, Great Chesterford, Artesian Well Engineer. Dec 31. Runnyme, Basinghall st.

WALTON, ELIZABETH, Springfield, Manchester. Dec 27. Lowdins, Manchester.

WEBSTER, EDWARD ALLEN, Edgbaston, nr Birmingham, Letter Balance Maker. Dec 25. Eaden, Birmingham.

WHITEHORN, HARRIET ANNE, Colville gdns, Bayswater. Dec 15. Gasquet & Metcalfe, Idol lane.

WOMBWELL, MARY CAROLINE, Richmond, Surrey. Dec 15. Quality st, Warner, Chancery lane.

WARNING TO INTENDING HOUSE PURCHASERS & LESSERS.—Before purchasing or letting a house have the sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co, 65, opposite Town Hall, Victoria-street, Westminster (Established 1875), who also undertake the ventilation of Offices, &c.—[ADVT.]

If you require an advance upon House Property on advantageous terms, or if you desire to invest your money safely in Shares or in Deposit at a moderate rate of interest, apply to THE TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Lodge-hill, E.C.—[ADVT.]

## BANKRUPTCY NOTICES.

*London Gazette*.—FRIDAY, NOV. 7.  
RECEIVING ORDERS.

BARNETT, ABRAHAM, Portsdown rd, Maida Vale, Builder High Court Ord Nov 15  
BENSON, WILLIAM, Manchester, Machinist Salford Pet Nov 1 Ord Nov 1  
BIRD, EDWARD FRANCIS, and HENRY WULFF, Gloucester, General Merchants Gloucester Pet Nov 5 Ord Nov 5  
BOWEN, HOWARD HAMPDEN, Coventry, Auctioneer Coventry Pet Oct 23 Ord Nov 3  
BULL, RICHARD, Carlisle, Grocer Carlisle Pet Nov 3 Ord Nov 3  
CANNELL, ABRAHAM, Lower rd, Deptford, Butcher High Court Pet Nov 1 Ord Nov 3  
CASTLE, JOHN ALFRED, Folkestone, Carpenter Canterbury Pet Nov 4 Ord Nov 4  
COALIS, JOHN A., Aldwincle, Northamptonshire, Cattle Dealer Northampton Pet Oct 14 Ord Nov 4  
COOPER, JOHN NIELD, Hyde, Cheshire, Surgeon Ashton under Lyne and Stalybridge Pet Nov 1 Ord Nov 1  
CORNWELL, & CO., late of Eastbourne, Drapers High Court Pet Oct 31 Ord Nov 3  
CROFTS, JOHN OWEN, Ryhall, Rutland, Journeyman Butcher Peterborough Pet Nov 5 Ord Nov 5  
CULLINGFORD, ELIZABETH, West Coves, Tobacconist Newport and Ryde Pet Nov 5 Ord Nov 5  
DANZIGER, H. M., Bow Lane, Cheapside, Commission Agent High Court Pet Oct 9 Ord Nov 4  
DANGOUR, JOSEPH, Roman rd, Bedford Park, Chiswick, Civil Engineer Bedford Pet Sept 19 Ord Oct 28  
DAVIES, RICHARD, Llansyfrymog, Denbigh, Farmer Bangor Pet Nov 4 Ord Nov 4  
EDWARDS, HENRY, Stratford upon Avon, Baker Warwick Pet Nov 4 Ord Nov 4  
GIBSON, JAMES, and JOHN MILNE, Liverpool, Commission Agents Liverpool Pet Nov 3 Ord Nov 3  
GOODFELLOW, JOHN, Portsmouth, Umbrella Maker Portsmouth Pet Nov 5 Ord Nov 5  
HATSWELL, RICHARD, Exeter, Builder Exeter Pet Nov 3 Ord Nov 3  
HAT, STRATFORD MORRISON CANNING, Cambridge, retired Major of Bombay Staff Corps Cambridge Pet Nov 5 Ord Nov 5  
HUTCHINSON, JOHN, MASTERSMAN, Sheffield, Licensed Victualler Sheffield Pet Nov 4 Ord Nov 4  
JONES, JOHN, Ladywood, Birmingham, Builder Birmingham Pet Nov 3 Ord Nov 2  
JOWETT, KERSHAW, Bradford, Machine Maker Bradford Pet Nov 4 Ord Nov 4  
LEE, WILLIAM SMITH, Hanley, Staffs, Cement Manufacturer Hanley Pet Oct 10 Ord Nov 4  
MAY, JOHN, Bath, Pork Butcher Bath Pet Nov 3 Ord Nov 3  
MEADOWCROFT, JOHN, Hanley, Staffs, Commission Agent Hanley Pet Nov 4 Ord Nov 4  
NEEDHAM, GEORGE, Briggs, Lincs, Baker Gt Grimsby Pet Nov 5 Ord Nov 5  
NEWTON, WILLIAM, Norton, Durham, Clerk Stockton on Tees and Middlesbrough Pet Nov 4 Ord Nov 4  
NOBLE, GEORGE, Temple Hurst, nr Selby, late Commission Agent Wakefield Pet Nov 4 Ord Nov 4  
OLIVER, FRANCIS HERBERT, and JAMES HENRY OLIVER, Leeds, Painter Leeds Pet Nov 3 Ord Nov 3  
PEEL, CUNNING GILL, Drayton, nr Skipton, Yorks, Farmer Bradford Pet Oct 30 Ord Nov 3  
PITTAN, WILLIAM GEORGE, Clifton, Bristol, Cabdriver Bristol Pet Nov 3 Ord Nov 3  
RICHARDSON, JAMES WILLIAM, Kingston upon Hull, Skipper Kingston upon Hull Pet Nov 5 Ord Nov 5  
ROTHWELL, WALTER, Salford, Electrical Engineer Salford Pet Oct 1 Ord Nov 5  
RUSSELL, JAMES, Exeter, Fish Merchant Exeter Pet Oct 23 Ord Nov 5  
SCOBY, MARY ELIZABETH, Wakefield, late Innkeeper Wakefield Pet Oct 13 Ord Nov 5  
SHAW, WILLIAM JAMES, Euston rd, Watchmaker High Court Pet Nov 3 Ord Nov 4  
SHELTON, THOMAS, Bedford, Licensed Victualler's Assistant Bedford Pet Nov 4 Ord Nov 5  
SPRINGMAN, FREDERICK, and WILLIAM JOHN LISHMAN, Newcastle on Tyne, Merchants Newcastle on Tyne Pet Nov 3 Ord Nov 3  
STEELING, GEORGE, Newcastle on Tyne, late Assistant Overseer of Elswick Newcastle on Tyne Pet Oct 4 Ord Nov 4  
STUART, JOHN MEDLEY, Lombard st, High Court Pet Aug 23 Ord Nov 4  
YALLAND, SAMUEL ROBERT, Bristol, Chandler Bristol Pet Nov 3 Ord Nov 3

BULLOCK, T. W. W., Lavender Hill, Surrey, Gent Nov 17 at 11.24, Railway approach, London Bridge  
CORNWELL & CO., late of Eastbourne, Drapers Nov 18 at 11.30, Carey st, Lincoln's Inn fields  
DAVIS, WILLIAM EDWARD, Stoneyfield, Oxon, Farmer Nov 18 at 8.1, St Aldate's, Oxford  
FORSER, JAMES, and JOHN FORSTER, Whitehaven, Butchers Nov 14 at 2.67, Duke-street, Whitehaven  
GOODELOW, JOHN, Portsmouth, Umbrella Maker Nov 17 at 3.30 Off Rec, Cambridge Junction, Portsmouth  
GRAYES, SAMUEL, Balsall Heath, Warks, late Licensed Victualler Nov 25 at 2.30 25, Colmore-row, Birmingham  
HAMILTON, JAMES JONES, and JAMES FREDERICK NEVILLE, Liverpool, Cardboard Box Manufacturer, Nov 20 at 3 Off Rec, 35, Victoria-street, Liverpool  
HARPER, THOMAS, Scarborough, Cabinet Maker Nov 14 at 11 Off Rec 24, Newborough-street, Scarborough  
HATSWELL, RICHARD, Exeter, Builder Nov 17 at 11 Off Rec, 13, Bedford-circus, Exeter  
JACQUES, ROBERT, Pallion, Sunderland, Builder Nov 14 at 11 Off Rec, 25, Pallion-street, Sunderland  
JAMISON, ROBERT, Great Tower-street, Commission Agent Nov 18 at 2.30 33, Carey-street, Lincoln's Inn fields  
LEATHLEY, WILLIAM, Masham, Yorks, Tailor Nov 17 at 11 Court-house, Northallerton  
LONGFOLD, JAMES, Leeds, Potato Merchant Nov 17 at 12 Off Rec, 29, Park row, Leeds  
MAY, JOHN, Bath, Pork Butcher Nov 25 at 3.30 Off Rec, Bank chambers, Bristol  
MURKIN, MONTAGUE, Plumstead, Kent, Jeweller Nov 14 at 11.24, Railway approach, London bridge  
MONK, HARRISON, Portsmouth, Carnarvonshire, Mineral Water Manufacturer Nov 14 at 2.30 Off Rec, Chester  
OWENS, JOHN, Abercarn, Aberdeenshire, Glazier, Underground Roadman, Nov 17 at 3 Off Rec, Merthyr Tydfil  
PATER, CHARLES, Church st, Camberwell, Bootmaker Nov 18 at 12.33, Carey st, Lincoln's Inn  
PITMAN, WILLIAM GEORGE, Clifton, Bristol, Cabdriver Nov 25 at 1 Off Rec, Bank chambers, Bristol  
RICHARDS, RICHARD, Staines, Glos, Gardener Nov 25 at 12 Off Rec, Bank chambers, Bristol  
RICHARDSON, JOHN, Nottingham, British Sports Outfitter Nov 17 at 11 Off Rec, St Peter's Church Walk, Nottingham  
ROBINS, SAMUEL ROBERT, Glossop, Derbyshire, Painter Nov 20 at 1.35 Townhall, Ashton under Lyne  
RUSSELL, JAMES, Exeter, Fish Merchant Nov 17 at 11.30 Off Rec, 13, Bedford-circus, Exeter  
SAVAGE, ANTHONY WILLIAM, High st, Stamford Town, Grocer Nov 19 at 12 Bankruptcy bldgs, Lincoln's Inn  
SCOBY, MARY ELIZABETH, Wakefield, late Innkeeper Nov 14 at 11 Off Rec, Bond terr, Wakefield  
SCRUPE, THOMAS, Halifax, Plumber Nov 17 at 11 Off Rec, Halifax  
SPRINGMAN, FREDERICK, and WILLIAM JOHN LISHMAN, Newcastle on Tyne, Merchants Nov 18 at 2.30 Off Rec, Pink Lane, Newcastle on Tyne  
STOTT, JOHN, Thimble, Yorks, Grocer Nov 17 at 12 Court house, Northallerton  
THOMPSON, HENRY, Phoenix pl, Gray's Inn rd, Electrical Case Maker Nov 17 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's Inn fields  
TINKLER, ELLEN, Cossington, Leics, Widow Nov 17 at 12.30 Off Rec, 34, Friar Lane, Leicester  
VAILL, RICHARD, Brighton, Gent Nov 17 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
WARD, JOHN BOWER, Strand Cook Nov 17 at 12 Bankruptcy bldgs, Portland st, Lincoln's Inn fields  
WERTON, WILLIAM, Hinckley, Leics, Boot Manufacturer Nov 14 at 12.30 Off Rec, 34, Friar Lane, Leicester  
YALLAND, SAMUEL ROBERT, Bristol, Chandler Nov 25 at 12.30 Off Rec, Bank chambers, Bristol

## ADJUDICATIONS.

ANTYBARGER, RAPHAEL, Leeds, Tailor Leeds Pet Oct 27 Ord Oct 31  
BENSON, WILLIAM, Manchester, Machinist Salford Pet Nov 1 Ord Nov 1  
CROFTS, JOHN, Ryhall, Rutland, Journeyman Butcher Peterborough Pet Nov 4 Ord Nov 5  
CROUCHERT, W. N., Slough, Bucks, Licensed Victualler Windsor Pet Oct 15 Ord Nov 1  
D'AUQUIER, EMILE CORNET, Walmer, Kent, Clerk in Holy Order, Canterbury Pet Sept 1 Ord Nov 4  
DAROUR, JOSEPH, Roman rd, Bedford Park, Chiswick, Civil Engineer Bedford Pet Sept 19 Ord Nov 5  
DEAN, ERNEST, and PEGGY LLOYD DEAN, Liverpool, Tailor Liverpool Pet April 10 Ord Oct 31  
FORTES, JAMES, and JOHN FORTES, Whitehaven, Butchers Whitehaven Pet Oct 22 Ord Nov 3  
FOX, WILLIAM JAMES, Ladbrooke Grove rd, Notting Hill Assurance Agent High Court Pet Oct 31 Ord Nov 5  
GARROD, THOMAS WILLIAM, Hereford, Solicitor Hereford Pet Oct 2 Ord Nov 1  
GRAHAM, PETER, Liverpool, Fishmonger Liverpool Pet Oct 7 Ord Nov 1  
HAMILTON, JAMES JONES, and JAMES FREDERICK NEVILLE, Liverpool, Cardboard Box Manufacturer Liverpool Pet Oct 8 Ord Nov 4  
HATSWELL, RICHARD, Exeter, Builder Exeter Pet Nov 3 Ord Nov 3  
HICKMOTT, ALEXANDER, Bradford, Painter Bradford Pet Oct 25 Ord Nov 2  
HUTCHINSON, JOHN MASTERSMAN, Sheffield, Licensed Victualler Sheffield Pet Nov 4 Oct Nov 4  
JACOBS, JOHN, Buntingford, Hants, Saddler Winchester Pet Oct 24 Ord Oct 24  
JOHNSON, JOHN, Ladywood, Birmingham, Builder Birmingham Pet Nov 25 Ord Nov 3  
MAY, JOHN, Bath, Pork Butcher Bath Pet Nov 3 Ord Nov 3  
MEADOWCROFT, JOHN, Hanley, Staffs, Commission Agent Hanley Pet Nov 4 Ord Nov 4  
MURRAY, WILLIAM, Belgrave, Leics, Baker Leicester Pet Sept 9 Ord Sept 9  
NEEDHAM, GEORGE, Briggs, Lincs, Baker Great Grimsby Pet Nov 4 Ord Nov 5  
PALMER, JOSHIAH, Rhysden, Clyd, Radnor, Innkeeper Hereford Pet Nov 8 Ord Nov 8  
PARSONS, JOHN SETTIGUE, Crewkerne, Somerset, Hotel Keeper Yeovil Pet Nov 6 Ord Nov 6  
PITT, FRANK THORNTON, Dudley, Painter's Foreman Dudley Pet Oct 23 Ord Nov 7  
SAPEY, PUNKS, Leeds, formerly Slipper Maker Leeds Pet Nov 6 Ord Nov 6  
SMETHURST, ARTHUR CLOUGH, Arley Hall, nr Wigan, no occupation Bolton Pet Nov 5 Ord Nov 5  
TENNANT, WILLIAM, Longdon, Staffs, Metal Merchant Hanley Burslem and Tunstall Pet Nov 6 Ord Nov 6  
THOMPSON, THOMAS, Leeds, Teacher Leeds Pet Nov 6 Ord Nov 6  
TROTTER, HENRY, Cardiff, Coal Merchant Cardiff Pet Oct 27 Ord Nov 5

WALLACE, PAUL, Honley, nr Huddersfield, Worsted Spinner Huddersfield Pet Nov 6 Ord Nov 6  
WALTERS, ALBERT HENRY, Lower Tooting, Boot Retailer Wandsworth Pet Oct 9 Ord Nov 6  
WILLIAMS, EDWARD, Bagillt, Flint, General Dealer Chester Pet Nov 7 Ord Nov 7  
WOOLLEY, J. A., Old Radford, Nottingham, Miller Nottingham Pet Oct 27 Ord Nov 7  
YOUNGMAN, BENJAMIN, Coppermill Lane, Walthamstow, Farmer High Court Pet Nov 7 Ord Nov 7  
The following amended notice is substituted for that published in the London Gazette, Aug. 12.  
SIMPSON, JOHN, Putney, Surrey, Builder Wandsworth Pet June 12 Ord Aug 7

## FIRST MEETINGS.

BENSON, WILLIAM, Manchester, Machinist Nov 21 at 3 Off Rec, Ogden's Chambers, Bridge st, Manchester  
BRAUN, ISIDOR, Glazier, Dealer in Pearls Nov 25 at 12 Bankruptcy bldgs, Lincoln's Inn  
BURTON, JOSEPH, Burslem, Whithby, Yorks, Innkeeper Nov 18 at 11 Off Rec, 8, Albert rd, Middlesbrough  
CARLINO, JOHN JAMES, High Consul, nr Darlington, late Bochaine keeper Nov 18 at 11.30 Off Rec, 8, Albert rd, Middlesbrough  
CASTLE, JOHN ALFRED, Folkestone, Carpenter Nov 20 at 173, Sandgate rd, Folkestone  
COOPER, JOHN NIELD, Hyde, Cheshire, Surgeon Nov 20 at 145, Townhall, Ashton under Lyne  
CROFTS, JOHN OWEN, Ryhall, Rutland, Journeyman Butcher Dec 3 at 12 Law Courts, New rd, Peterborough  
CULLINGFORD, ELIZABETH, West Cowes, I.W. Tobaccoconist Nov 19 at 3 Holyrood Chambers, Newport, I.W.  
DARGUE, JOSEPH, Roman rd, Bedford Park, Chiswick, Civil Engineer Nov 19 at 3 95, Temple Chambers, Temple Avenue  
DARLING, WILLIAM, Richmond rd, Westbourne Park, Timber Merchant Nov 21 at 11 33, Carey st, Lincoln's Inn fields  
DUBOIS, CHARLES, Ladbrooke Grove, Notting Hill, Fruiterer Nov 19 at 12 33, Carey st, Lincoln's Inn fields  
DUFF, JAMES, Blyth, Northumberland, Innkeeper Nov 20 at 2.30 Off Rec, Pink Lane, Newcastle on Tyne  
FANE, HENRY HERBERT, Chiselborough, Somerset, Innkeeper Nov 20 at 3 Off Rec, Salisbury  
FLETCHER, GEORGE, Bath, Hardware Dealer Nov 26 at 12.30 Off Rec, Bank Chambers, Bristol  
FRENKEL, JULIUS, Minories, Importer Nov 28 at 12 Bankruptcy bldgs, Portugal st, Lincoln's Inn fields  
GIBSON, JAMES, and JOHN MILNE, Liverpool, Commission Agents Nov 21 at 3 Off Rec, 35, Victoria st, Liverpool  
HANDY, JAMES THOMAS, Cardiff, Veterinary Surgeon Nov 27 at 11 Off Rec, 29, Queen st, Cardiff  
HAY, STRATFORD MORRISON CANNING, Cambridge, retired Major of Bombay Staff Corps Nov 18 at 12 Off Rec, 5, Petty Cury, Cambridge  
HOLT, JOHN AUSTIN, Ben Rhydding, Yorks, late Cloth Merchant Nov 10 at 11 Off Rec, 22, Park Row, Leeds  
JAMES, HENRY HEWLETT WILMOTT, Brookville rd, Fulham, no occupation Nov 19 at 2.30 33, Carey st, Lincoln's Inn fields  
JOWETT, KERSHAW, Bradford, Machine Maker Nov 18 at 11 Off Rec, St. Manors rd, Bradford  
KEMP, GEORGE, Birminghams, Greenacres Nov 19 at 11 25, Colmore Row, Birmingham  
KING, JOSEPH, MOXON, and HENRY JOHN PERCY KING, Halifax, Drapers Nov 19 at 3 Off Rec, Town Hall Chambers, Halifax  
LEA, WILLIAM SMITH, Hanley, Staffs, Cement Manufacturer Nov 19 at 12 Off Rec, Newcastle under Lyme  
LIBERIANT, JOSEPH, Charlotte st, Finsbury sq, Restaurant Keeper Nov 20 at 11 33, Carey st, Lincoln's Inn fields  
LLOYD, RICHARD, Corwen, Merioneth, Builder Nov 19 at 1 Off Rec, Glyndwr Hotel, Corwen  
MAW, SOLOMON GERVASE SHEFFIELD, Manufacturing Chemist Nov 19 at 10.30 Off Rec, Finsbury Lane, Sheffield  
MEADOWOOD, JOHN, Hanley, Staffs, Commission Agent Nov 19 at 11.15 Off Rec, Newcastle under Lyme  
NEWTON, WILLIAM, Norton, Durham, Clerk Nov 18 at 11.30 Off Rec, 8, Albert rd, Middlesbrough  
NOBLE, GROUSE, Temple Hill, nr Selby, Yorks, late Commission Agent Nov 18 at 11 Off Rec, Bond terr, Wakefield  
PARSONS, JOHN SPETTLETON, Crewkerne, Somerset, Hotel Keeper Nov 20 at 12.45 Off Rec, Salisbury  
PEARSON, GEORGE, Cheshunt, Herts, Grocer Nov 18 at 3 95, Temple Chambers, Temple Avenue  
TULLEN, HARRY, Portslade, Sussex, Baker Nov 19 at 12 Off Rec, Pavilion Bridge, Brighton  
RICE, THOMAS HENRY, Ewell, Surrey, Licensed Victualler Nov 18 at 11 24, Railway approach, London Bridge  
SHARP, EDWARD, Stanford, Kent, Butcher Nov 20 at 12.30 73, Sandgate rd, Folkestone  
SHAW, WILLIAM JAMES, Euston rd, Watchmaker Nov 19 at 1 33, Carey st, Lincoln's Inn fields  
SMETHURST, ARTHUR CLOUGH, Arley Hall, nr Wigan, no occupation Nov 18 at 11 15, Wood st, Bolton  
SPENCER, SIDNEY EDGAR, St. John's Wood terrace, Merchant's Clerk Nov 21 at 2.30 33, Carey st, Lincoln's Inn fields  
STILES, RAYMOND, King st, Hammersmith, Wheelwright Nov 20 at 2.30 33, Carey st, Lincoln's Inn  
STOBART, CHARLES, Eastbourne, Greengrocer Nov 18 at 11 Off Rec, 8, Albert rd, Middlesbrough  
TENNANT, WILLIAM, Longton, Staffs, Metal Merchant Nov 24 at 11 Royal Hotel, Crwys  
THOMAS, JACOB, Porth, Glam, Grocer Nov 18 at 3 Off Rec, Merthyr Tydfil  
TROTTER, HENRY, Cardiff, Coal Merchant Nov 27 at 3 Off Rec, 29, Queen st, Cardiff  
WALLACE, PAUL, Honley, nr Huddersfield, Worsted Spinner Nov 20 at 8 Haigh & Son, Solicitors, New st, Huddersfield  
WEBB, ALFRED, Frome, Somerset, Saddler Nov 25 at 3.45 Off Rec, Bank Chambers, Bristol  
WIGLEY, WILLIAM HENRY, Tivoli, Cheltenham, School

Attendance Officer Nov 18 at 4.15 County court bldgs, Cheltenham  
WITHERS, JOHN, Bedminster, Bristol, Mill Sawyer Nov 25 at 12 Off Rec, Bank Chambers, Bristol  
WRIGHT, FREDERICK JAMES, Praed st, Paddington, Carpenter Nov 19 at 11 33, Carey st, Lincoln's Inn

## ADJUDICATIONS.

ATKINSON, WILLIAM, Leeds, Ironmonger Leeds Pet Oct 16 Ord Nov 8  
BARLING, FRANK HENRY, The Ridgway, Enfield, Farmer Edmonton Pet Oct 13 Ord Nov 6

BENNETT, FREDERICK, Boxley, Kent, Auctioneer's Clerk Rochester Pet Nov 7 Ord Nov 7  
BOSWORTH, HENRY, Loughborough, Needle Maker Leicester Pet Nov 6 Ord Nov 7

CANNELL, ABRAHAM, Lower rd, Deptford, Butcher High Court Pet Nov 1 Ord Nov 6

CASABIANA, EMILE, Fenchurch st, Wine Merchant High Court Pet Nov 7 Ord Nov 7

CORNWELL, FREDERICK, late of Eastbourne, Draper High Court Pet Oct 31 Ord Nov 7

DUFF, JAMES, Blyth, Northumberland, Innkeeper Newcastle on Tyne Pet Nov 7 Ord Nov 7

DUGGAN, JAMES MICHAEL, Preston, Oyster Dealer Preston Pet Nov 6 Ord Nov 6

ENGLISH, THOMAS, Patcham, Sussex, Nurseryman Brighton Pet Nov 6 Ord Nov 7

FANE, HENRY HERBERT, Chiselborough, Somerset, Innkeeper Yeovil Pet Nov 5 Ord Nov 6

FLETCHER, GEORGE, Bath, Hardware Dealer Bath Pet Nov 6 Ord Nov 6

FOAM, WILLIAM, Cardiff, Haulier Cardiff Pet Nov 5 Ord Nov 5

GIBSON, JAMES, and JOHN MILNE, Liverpool, Commission Agents Liverpool Pet Nov 3 Ord Nov 8

GOODFELLOW, JOHN, Portsmouth, Umbrella Maker Portsmouth Pet Nov 5 Ord Nov 6

GRIFFITHS, WILLIAM, Cardiff, Tailor Cardiff Pet Nov 5 Ord Nov 5

HARKER, JOHN THOMAS, Manchester, Pork Butcher Manchester Pet Nov 8 Ord Nov 8

HAY, STRATFORD MORRISON CANNING, Cambridge, retired Major of Bombay Staff Corps Cambridge Pet Nov 5 Ord Nov 7

HEMWORTH, HARRY, Brighton, Coachbuilder Brighton Pet Oct 7 Ord Nov 8

HUMBY, JAMES OZZARD, Landport, Plumber Portsmouth Pet Nov 6 Ord Nov 7

INMAN, EDWARD FREDERICK, Oxford st, Licensed Victualler High Court Pet Nov 8 Ord Nov 6

JENKINS, JOHN, Senybridge, Brecon, Innkeeper Merthyr Tydfil Pet Nov 5 Ord Nov 6

MAYNARD, JOHN, Bromley, Kent, Carman Croydon Pet Nov 4 Ord Nov 6

MORRIS, JOHN, Heigham, Norfolk, Tailor Norwich Pet Nov 7 Ord Nov 7

PALMER, JOSIAH, Rhydspane, Clyro, Radnor, Innkeeper Hereford Pet Nov 8 Ord Nov 8

PICKERS, SIR EUSTACE F, Blandford sq, High Court Pet Sept 3 Ord Nov 8

ROGERS, JOSEPH JAMES, Havant, Hants, Coal Merchant Portsmouth Pet Nov 8 Ord Nov 7

ROSENBOOM, ABRAHAM, Batley, Yorks, Tailor Dewsbury Pet Oct 30 Ord Nov 7

ROWE, ALFRED, Chiswell st, Builder High Court Pet Oct 3 Ord Nov 6

SAPEIOR, PIXKUS, Leeds, formerly Slipper Maker Leeds Pet Nov 6 Ord Nov 6

SCRUTON, THOMAS, Halifax, Plumber Halifax Pet Nov 3 Ord Nov 3

SIMMONS, ARTHUR, Bristol, Oilman Bristol Pet Oct 20 Ord Nov 6

STOKES, H. G., late The Falcons, Twickenham High Court Pet Sept 22 Ord Nov 6

TENNANT, WILLIAM, Longton, Staffs, Metal Merchant Hanley, Burslem, and Tunstall Pet Nov 6 Ord Nov 6

THOMPSON, THOMAS, Leeds, Teacher Leeds Pet Nov 6 Ord Nov 6

WALLACE, PAUL, Honley, nr Huddersfield, Worsted Spinner Huddersfield Pet Nov 6 Ord Nov 6

The following amended notice is substituted for that published in the London Gazette, Aug. 26.

SIMPSON, JOHN, Putney, Surrey, Builder Wandsworth Pet June 11 Ord Aug 21

## ADJUDICATION ANNULLED.

DAVIES, ELIAZER, Ebbw Vale, Monmouthshire, Draper Tredegar Adjud Sept 23, 1889 Annu Pet Nov 7

## SALE OF ENSUING WEEK.

Nov. 19.—MESSRS. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freshfield Properties, Ground-Rents, and Absolute Reversion (see advertisement, this week, p. 46).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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CLASSES for FINAL and HONOURS EXAMINATIONS are taken personally for two hours each day by

MR. GEO. F. HUGGINS (First in First Class Honours, Easter, 1880, and Winner of the Clement's-inn Prize, and Birmingham Gold Medal). Also Postal Preparation.—For particulars, terms, &c., apply, 69, Chancery-lane, W.C.

RESULTS.—In January last 17 out of 19 pupils sent up passed and 3 obtained Honours. During the last eight years 225 out of 900 pupils sent up have passed, and a large percentage have obtained Honours. All prizes awarded in connection with the Final have from time to time been won by his pupils, including the Clement's and Oxford's-inn and Reward Prizes, Broderip Gold Medal, &c.

MR. UTTLEY, Solicitor, continues to rapidly and successfully PREPARE CANDIDATES orally and by post, for the SOLICITORS' and BAR, PRELIMINARY, INTERMEDIATE, and FINAL, and LL.B. EXAMINATIONS. Terms from £1 1s. per month. MANY PUPILS HAVE TAKEN HONOURS.—For further particulars, and copies of "Hints on Stephen's Commentaries" and "Hints on Criminal Law," address, 17, Brasenose-street, Albert-square, Manchester.

LAW.—There is now vacant, on a Northern County, a position as Deputy to a gentleman holding high official rank. It carries with it good possibilities for the future, and may be held either by a Barrister or a Solicitor. Administrative as well as legal experience required, and a capacity for office generally; salary, £400 to £500.—Applications (which shall be treated confidentially) giving particulars as to qualifications, and, if asked for, to be followed by references, may be addressed to X. Y., care of Witherby & Co., Newman's-court, Cornhill, E.C. Such of the applications as are not replied to within a fortnight may be regarded as not entertained.

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Tues, Nov 18 | Tues, Dec 9

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Persons tendering must attend personally, or by a duly authorized agent, on the above-mentioned day, at half-past 1 o'clock precisely, and the party whose offer is accepted will be required to execute an agreement and bond at the same time.

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Sewers Office, Guildhall, October, 1890.

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